

**34-R-22**

**A RESOLUTION**

**Authorizing the Interim City Manager to Execute an Intergovernmental Agreement between the City of Evanston and the Board of Education of Evanston/Skokie School District No. 65**

**WHEREAS**, the City of Evanston (“City”), located in Cook County, Illinois, is a home rule unit of government under the provisions of the 1970 Constitution of the State of Illinois, can exercise any power and perform any function pertaining to its government affairs, including but not limited to the ability to enter into agreements; and

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act (5 ILCS 22/1 et seq.) and Sections 1-4-6 and 11-1-2.1 of the Illinois Municipal Code (65 ILCS 5/11-1-2.1), authorize and encourage intergovernmental cooperation among enforcement agencies to provide police protection; and

**WHEREAS**, the City maintains administrative and financial responsibility of a Crossing Guard Program through the school year ending in 2022 that provides crossing guards at 47 posts throughout the city that benefits District 65 and its students; and

**WHEREAS**, District 65 understands the important role in keeping children safe as they cross the street in key locations throughout the city; and

**WHEREAS**, District 65 has responsibility for the safe travel of students on city streets; and

**WHEREAS**, the City wishes to transition the administrative and financial responsibility of the Crossing Guard Program to District 65 and District 65 wishes to

take over the administrative and financial responsibility of the Crossing Guard Program in accordance with the terms of this Agreement;

**WHEREAS**, this Agreement shall be executed in addition and shall have no effect upon any other mutual aid agreements or other agreements between the Parties.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:**

**SECTION 1:** The foregoing recitals are hereby found as fact and incorporated herein by reference.

**SECTION 2:** That the Interim City Manager is hereby authorized and directed to sign, and the City Clerk is hereby directed to attest on behalf of the City, the IGA with District 65, attached hereto as Exhibit 1 and incorporated herein by reference.

**SECTION 3:** The Interim City Manager is hereby authorized and directed to negotiate any additional conditions of the Agreement that she deems to be in the best interest of the City.

**SECTION 4:** This Resolution shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.

*Daniel Biss*  
Daniel Biss, Mayor

Attest:  
*Stephanie Mendoza*  
Stephanie Mendoza, City Clerk

Approved as to form:  
*Nicholas E. Cummings*  
Nicholas E. Cummings, Corporation Counsel

Adopted: 5/23, 2022

EXHIBIT 1

**Intergovernmental Agreement Between the City of Evanston and the  
Board of Education of Evanston/Skokie School District No. 65**

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF EVANSTON AND  
THE BOARD OF EDUCATION OF EVANSTON/SKOKIE  
SCHOOL DISTRICT NO. 65  
(Payments of Crossing Guards)**

**THIS INTERGOVERNMENTAL AGREEMENT** is entered into as of the latest date following the signatures hereon, by and between the BOARD OF EDUCATION OF EVANSTON/SKOKIE SCHOOL DISTRICT NO. 65, Cook County, Illinois (hereinafter “**District 65**”), and the CITY OF EVANSTON, an Illinois municipal corporation and home rule unit as described in the Illinois Constitution (hereinafter “**City**”), collectively referred to as the “**Parties**”.

**WITNESSETH**

**WHEREAS**, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. public agencies may contract or otherwise associate among themselves, or transfer any power or function, in any manner not prohibited by law or ordinance; and

**WHEREAS**, the Parties are “public agencies” within the meaning of the Illinois Intergovernmental Cooperation Act; and

**WHEREAS**, the City maintains administrative and financial responsibility of a Crossing Guard Program through the school year ending in June 30, 2022 that provides crossing guards at 47 posts throughout the city that benefits District 65 and its students; and

**WHEREAS**, the City and District 65 understand the important role in keeping children safe as they cross the street in key locations throughout the city; and

**WHEREAS**, District 65 has responsibility for the safe travel of students on city streets; and

**WHEREAS**, the City wishes to transition the administrative and financial responsibility of the Crossing Guard Program to District 65 and District 65 wishes to take over the administrative and financial responsibility of the Crossing Guard Program in accordance with the terms of this Agreement;

**WHEREAS**, this Agreement shall be executed in addition and shall have no effect upon any other mutual aid agreements or other agreements between the Parties; and

**NOW, THEREFORE**, in consideration of the foregoing recitals, and the mutual covenants and undertakings hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, it is agreed between the Parties hereto, as follows:

- A. The foregoing recitals are incorporated herein as if fully set forth hereby.

- B. The City Manager, or his designee, shall administer this Agreement on behalf of the City and the Superintendent, or his designee, shall administer this Agreement on behalf of District 65.
- C. The Parties acknowledge that each party shall bear their own cost and expenses incurred to comply with terms of this IGA.
- D. Term.
  - 1. The term for the IGA shall commence on August 24, 2022 and continue for the duration of each school year until the end of the 2027 school year (the “IGA Term”).
  - 2. Service Terms.
    - a. District 65 shall contract with a third-party vendor to provide crossing guard services.
    - b. The City and District 65 shall share costs of the Crossing Guard Program according to the table below. The City shall pay to District 65 according to the table below on or before July 1 of each year beginning July 1, 2022. The City’s obligation shall terminate June 30, 2027.

School Year	Estimated Cost	City Cost Share	District 65 Cost Share
2022-2023	\$577,500.00	\$288,750.00	\$288,750.00
2023-2024	\$606,375.00	\$272,868.75	\$333,506.25
2024-2025	\$636,694.00	\$222,842.90	\$413,851.10
2025-2026	\$668,528.00	\$200,558.40	\$467,969.60
2026-2027	\$701,954.40	\$150,000.00	\$551,954.00

- c. At the conclusion of the IGA Term, District 65 shall be solely responsible for the administration of the Crossing Guard Program.
- d. The City shall not be required to make any payments related to costs for overages, additional schedules, additional posts, or summer schedules added.

- E. The Parties agree to cooperate fully, to execute any and all supplementary documents, and to take all additional actions which are consistent with and which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.
- F. In the event of any substantive breach of the terms and conditions of this Agreement, the aggrieved party shall notify the party alleged to be in breach of the nature of the breach. The party alleged to be in breach shall have ten (10) days to cure the breach; if the nature of the breach is such that a cure cannot reasonably be effected within ten (10) days, the party alleged to be in breach shall not be held in default so long as it commences a cure in the ten (10) day period and diligently pursues completion thereof. Upon default of this Agreement, the non-defaulting party shall have all legal and equitable remedies arising from the breach. If District 65 incurs legal costs associated with enforcement of the Agreement due to the City's failure to pay in accordance with the Agreement, the City shall reimburse District 65 for such reasonable legal costs.
- G. Indemnification:
  - (a) To extent authorized by the laws of the State of Illinois, the City shall indemnify and hold District 65 harmless against any and all claims, demands, damages, liabilities and costs incurred by District 65 which resulted from any negligent act or omission of the City, its agents, or employees, pertaining to its activities and obligations under this Agreement.
  - (b) To extent authorized by the laws of the State of Illinois, the District 65 shall indemnify and hold City harmless against any and all claims, demands, damages, liabilities and costs incurred by City which resulted from any negligent act or omission of District 65, its agents, or employees, pertaining to its activities and obligations under this Agreement.
- H. All notices required to be given hereunder shall be in writing and shall be properly served on the date delivered by courier or on the date deposited, postage prepaid, with the U.S. Postal Service for delivery *via* certified mail, return receipt requested, addressed:

***If to City:***

City Manager City of Evanston 2100 Ridge Avenue Evanston, IL 60201	Corporation Counsel City of Evanston 2100 Ridge Avenue Evanston, IL 60201
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***If to District 65:***

Superintendent 1500 McDaniel Avenue Evanston, IL 60201	Franczek P.C. 300 S. Wacker, Ste. 3400 Chicago, IL 60606 Attn: Brian P. Crowley
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- I. This Agreement shall be binding to the Parties and their respective successors, including successors in office.
- J. This Agreement is governed by and shall be construed in accordance with the laws of the State of Illinois. Jurisdiction and venue for all disputes shall be the Circuit Court located in Cook County, Illinois, or the federal district court for the Northern District of Illinois.
- K. No amendment, waiver, or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the Parties as required by law.
- L. This Agreement expresses the complete and final understanding of the Parties with respect to the subject matter as of the date of its execution. The Parties acknowledge that no representations have been made which have not been set forth herein.
- M. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- N. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent will be granted or denied at the Party's sole discretion.
- O. This Agreement is for the benefit of the Parties and no other person is intended to or shall have any rights, interest or claims under this Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.
- P. The undersigned represent that they have the authority of their respective governing authorities to execute this Agreement.

**WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by the Superintendent of the Evanston/Skokie School District No. 65 and the City Manager of the City of Evanston. Their signatures are attested to by the respective clerks of these municipalities, and their respective corporate seals have been hereunto affixed on the day and year written below.

<p><b>BOARD OF EDUCATION OF EVANSTON/SKOKIE SCHOOL DISTRICT NO. 65:</b></p> <p>By: _____ Superintendent</p> <p>Date: _____</p>	<p>Attest: _____</p> <p style="text-align: center;">[Seal]</p>
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**CITY OF EVANSTON:**

By: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

[Seal]