

CERTIFICATION OF RESOLUTION

I, Brigid Weber, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Brookfield, Cook County, Illinois (the "Village"), and that as such official, I am the keeper of the records and files of the Board of Trustees of the Village (the "Corporate Authorities").


I do further certify that the foregoing is a full, true and complete copy of Resolution 2021 - 06R entitled:

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE VILLAGE OF BROOKFIELD AND THE
BOARD OF EDUCATION OF RIVERSIDE PUBLIC SCHOOL DISTRICT NUMBER 96,
COOK COUNTY, ILLINOIS, FOR
SNOW REMOVAL ON A PORTION OF HOLLYWOOD AVENUE**

a true, correct and complete copy of which said resolution was passed and approved at a meeting of the Corporate Authorities held on the 25th day of January 2021.

I do further certify that on the 25th day of January 2021 said resolution was published in pamphlet form as authorized and directed by the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village this 25th day of January 2021.



Brigid Weber, Village Clerk
Village of Brookfield, Cook County, Illinois

RESOLUTION 2021 - 06R

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE VILLAGE OF BROOKFIELD AND THE
BOARD OF EDUCATION OF RIVERSIDE PUBLIC SCHOOL DISTRICT NUMBER 96,
COOK COUNTY, ILLINOIS, FOR
SNOW REMOVAL ON A PORTION OF HOLLYWOOD AVENUE**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THIS 25TH DAY OF JANUARY 2021**

RESOLUTION 2021 - 06R

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BROOKFIELD AND THE BOARD OF EDUCATION OF RIVERSIDE PUBLIC SCHOOL DISTRICT NUMBER 96, COOK COUNTY, ILLINOIS, FOR SNOW REMOVAL ON A PORTION OF HOLLYWOOD AVENUE

WHEREAS, the Village of Brookfield, Illinois (the "Village") and the Riverside Public School District Number 96, Cook County, Illinois (the "School District") are public agencies authorized by Article VII, Section 10, of the Constitution of the State of Illinois of 1970 and by the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* to contract with any other public agency of Illinois or otherwise associate among themselves, and to exercise jointly, combine or transfer any power or function in any manner not prohibited by law or by ordinance;

WHEREAS, the School District needs additional parking for its Hollywood Elementary School and the Village has amended the Code of Ordinances, Village of Brookfield, Illinois, to provide for ten (10) employee parking spaces to be located on the east side of Hollywood Avenue between approximately 340 feet north of Washington Avenue and 120 feet south of Rockefeller Avenue (the "Parking Area");

WHEREAS, the School District has agreed to provide snow and ice removal for the Parking Area; and;

WHEREAS, the Village and the School District have determined that cooperating and providing for snow and ice removal for the Parking Area best serves their respective interests and desire to enter into an Intergovernmental Agreement by and between each of them for the sharing of responsibilities for snow and ice removal for the Parking Area (the "Intergovernmental Agreement") to set forth their respective responsibilities regarding the snow and ice removal for the Parking Area;

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

Section 1: The foregoing recitals are hereby incorporated as if fully recited herein.

Section 2: It is hereby determined that it is advisable, necessary and in the best interest of the Village to enter into the Intergovernmental Agreement.

Section 3: The Village President shall be and is hereby authorized and directed to execute and the Village Clerk shall be and is hereby authorized and directed to attest the Intergovernmental Agreement, a copy of which is attached hereto marked as Exhibit "A" and made a part hereof with such changes therein as may be approved by the officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same.

Section 4: The officials, officers, employees and agents of Brookfield are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this resolution and the Intergovernmental Agreement.

Section 5: The Village Clerk is authorized and directed to transmit a fully executed, certified copy of this resolution, along with copies of the executed Intergovernmental Agreement to the School District.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.]

Section 6: This resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED this 25th day of January 2021, pursuant to a roll call vote as follows:

Ayes: Trustees Gilhooley, Garvey, Conroy, Cote,
Kaluzny, and LeClere
Nays: None
Absent: None

ABSTENTION: _____

APPROVED by me the 25th day of January 2021.



Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
this 25th day of January 2021.



Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

EXHIBIT “A”

Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF
BROOKFIELD AND THE BOARD OF EDUCATION OF RIVERSIDE PUBLIC
SCHOOL DISTRICT NUMBER 96, COOK COUNTY, ILLINOIS, FOR
SNOW REMOVAL ON A PORTION OF HOLLYWOOD AVENUE**

This Agreement (the “Agreement”) is made this 25th day of January 2021 between the Village of Brookfield (the “Village”), located in Cook County, Illinois, an municipal corporation, and the Board of Education of Riverside Public School District Number 96, Cook County, Illinois (the “School District”), a school district, respectively, and collectively referred to as the “Parties.”

WHEREAS, the Village and the School District are units of local government and public agencies authorized by Article VII, Section 10 of the Illinois Constitution and the provisions of the Intergovernmental Cooperation Act, (5 ILCS 220/1 *et al.*), to enter into agreements to transfer or jointly exercise any power or function in any manner not prohibited by law or ordinance;

WHEREAS, the School District needs additional parking for its Hollywood Elementary School and the Village has amended the Code of Ordinances, Village of Brookfield, Illinois, to provide for ten (10) employee parking spaces to be located on the east side of Hollywood Avenue between approximately 340 feet north of Washington Avenue and 120 feet south of Rockefeller Avenue (the “Parking Area”);

WHEREAS, the School District has agreed to provide snow and ice removal for the Parking Area; and

WHEREAS, the Village and the School District desire to enter into this Agreement to set forth their respective responsibilities regarding the snow and ice removal for the Parking Area;

WITNESSETH:

NOW, THEREFORE, the parties in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Incorporation and Construction.

1.1. All recitals set forth above are incorporated herein and made a part hereof, the same constituting the factual basis for this Agreement.

1.2. The headings of the paragraphs and subparagraphs of this Agreement are inserted for convenience of reference only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

Section 2. Snow Plowing and Salting.

Following a snowfall of sufficient depth (generally 1" or greater) as determined by the Village in its sole discretion, the School District shall, at its sole expense, plow or otherwise remove snow and ice, not otherwise removed by the Village's street snow plowing operations, from and apply rock salt to, if necessary, (the "Snow Removal Operations") the Parking Area located in the paved right-of-way of the east side of Hollywood Avenue, as more particularly described in the recitals of this Agreement.

Section 3: Indemnification.

To the fullest extent permitted by law, the School District shall be responsible for any and all injuries to persons or damages to property due to the negligent or willful act or omission of the School District arising or in consequence of the performance of the Snow Removal Operations by the School District. The School District shall defend, indemnify and hold harmless the Village, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any

way accrue against the Village, its officials, agents and employees, due to the negligent or willful act or omission of the School District arising in or in consequence of the performance of the Snow Removal Operations by the School District. The School District shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefor or incurred in connection therewith; and, if any judgment shall be rendered against the Village, its officials, agents and employees in any such action, the School District shall, at its own expense, satisfy and discharge the same. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the School District to indemnify the Village, its officials, agents and employees for their own negligent acts or omissions. No inspection by the Village, its employees or agents shall be deemed a waiver by the Village of full compliance with the requirements of the Agreement. This indemnification shall not be limited by the required minimum insurance coverages provided in the Agreement.

Section 4: Insurance.

The School District shall obtain and thereafter keep in force the following insurance coverages provided by a school district self-insurance pool or insurance companies acceptable to the Village and authorized to transact business under the laws of the State of Illinois. The insurance companies providing coverage shall be rated in the Best's Key Rating Guide. The Village will accept companies with a rating not lower than B+ provided the financial size category is VII or larger. Companies rated A- or better shall have a financial size category of not less than VI. Coverage limits shall be written at not less than the minimum specified in this section. Whether stated in this section or elsewhere, the Village does not warrant the adequacy of the types of insurance coverage or the limits of liability specified.

4.1 Worker's Compensation and Employer's Liability.

4.1.1 Worker's compensation shall be provided according to the provisions of the Illinois Worker's Compensation Act, as amended. Notwithstanding the rating and financial size categories stated in this section, coverage may be provided by a group self-insurer authorized in Section 4(a) of the Illinois Worker's Compensation Act and approved pursuant to the rules of the Illinois Department of Insurance.

4.1.2 Employer's Liability.

4.1.2.1 Each Accident: \$1,000,000

4.1.2.2 Disease - Policy limit: \$1,000,000

4.1.2.3 Disease - Each employee: \$1,000,000

4.2 Commercial General Liability. Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for operations of the School District; operations of contractors (contingent or protective liability); completed operations; broad form property damage and hazards of explosion, collapse and underground; and contractual liability. The general aggregate limit shall be endorsed on a per project basis.

4.2.1 General Aggregate Limit: \$2,000,000

4.2.2 Products - Completed Operations Aggregate Limit: \$2,000,000

4.2.3 Each Occurrence Limit: \$1,000,000

The coverage shall provide by an endorsement in the appropriate manner and form, that the Village, its officers, and employees shall be named as additional insureds with respect to the policies and any umbrella excess liability coverage for occurrences arising in whole or in part out of the Snow Removal Operations.

4.3 Commercial Automobile Liability. The policy shall cover owned, non-owned, and hired vehicles.

4.4 **Bodily Injury & Property Damage Liability.** Each Occurrence Limit: \$1,000,000.

4.5 **Excess Policy.** Any policy may provide excess limits over and above the other insurance limits stated in this section. The School District may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy.

4.6 **Term.** All insurance shall remain in force during the period covering occurrences happening on or after the effective date and remain in effect during performance of the Snow Removal Operations.

4.7 **Termination.** Termination or refusal to renew shall not be made without 30 days' prior written notice to the Village by the insurer, and the policies shall be endorsed so as to remove any language restricting or limiting liability concerning this obligation.

4.8 **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

4.8.1 Insurance Services Office Commercial General Liability occurrence form CG 0001 with the member named as additional insured, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 Pre-2004 version, CG 2026 Pre-2004 version.

4.8.2 Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

4.8.3 Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

4.9 **Other Insurance Provisions.** The policies are to contain, or be endorsed to contain, the following provisions:

4.9.1 General Liability and Automobile Liability Coverages.

4.9.1.1 The Village, its officials, agents, employees and volunteers are to be covered as additional insureds as respects liability arising out of the Snow Removal Operations, including activities performed by or on behalf of the School District; or automobiles owned, leased, hired or borrowed by the School District. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.

4.9.1.2 The School District's insurance coverage shall be primary as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be in excess of School District's insurance and shall not contribute with it.

4.9.1.3 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.

4.9.1.4 The School District's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that School District's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4.9.1.5 If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the School District shall be required to name the Village, its officials, agents, employees and volunteers as additional insureds.

4.9.1.6 All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

4.9.2 **Worker's Compensation and Employer's Liability Coverage.** The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees and volunteers for losses arising from the Snow Removal Operations performed by School District.

4.10 **Verification of Coverage.** The School District shall, prior to the Village's executing the Agreement, furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village and are to be received and approved by the Village before any Work commences. The Village reserves the right to demand full, certified copies of the insurance policies and endorsements. If demanded, the School District shall promptly furnish the Village with certified copies of the insurance policies and endorsements demanded. In no event shall any failure of the Village to receive policies or certificates or to demand receipt be construed as a waiver of the School District's obligation to obtain and keep in force the required insurance.

4.11 **Contractors.** The School District shall include all contractors performing Snow Removal Operations as insureds under its policies or shall furnish separate certificates and endorsements for each contractor. All coverages for contractors shall be subject to all of the requirements stated herein.

4.12 **Assumption of Liability.** The School District assumes liability for all injury to or death of any person or persons including employees of the School District, any contractor performing Snow Removal Operations, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any Snow Removal Operations performed pursuant to this Agreement.

4.13 **School District Safety Responsibility.** Nothing in this Agreement is intended or shall be construed, unless otherwise expressly stated, to reduce the responsibility of the School District, a contractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, from full and complete supervision and achievement of workplace safety. Any inspection of the Snow Removal Operations conducted by the Village, and the officers and employees of the Village, whether notice of the results thereof is provided to anyone or not provided to anyone, shall neither establish any duty on their parts nor create any expectation of a duty to anyone, including, but not limited to, third parties regarding workplace safety. In order to insure this and other duties of the School District, certain indemnification and insurance is required by the Agreement. Additionally, the School District guarantees to the Village a safe workplace shall be provided for all employees of the School District and each of its contractors. There shall be no violation by the School District, a contractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable of the applicable standards of the Occupational Safety and Health Act, any other workplace safety act of Illinois, or other workplace safety requirement. The School District shall require this workplace safety guarantee of all contractors and shall expressly require the Village to be a third party beneficiary of each guarantee.

4.14 **School District's Responsibility for Work.** All Snow Removal Operations shall be under the charge and care of the School District.

Section 5: Term of Agreement.

The term of this Agreement shall be from the date of its execution by the last Party to execute the Agreement until December 31, 2021. Unless otherwise terminated, this Agreement shall be considered renewed on January 1 of each succeeding year for a period of one (1) year, unless written notice to the contrary is given by either Party to the other sixty (60) days prior to that renewal date in any of those years. This Agreement may be terminated by either Party at any time, without cause upon one hundred eighty (180) days' written notice.

Section 6: Notification.

Any notification required under this Agreement or given under the terms of this Agreement shall be made in writing and shall be delivered by: (i) receipted personal delivery during regular business hours; (ii) commercial overnight courier service; (iii) certified mail, return receipt requested, properly addressed with postage prepaid; (iv) facsimile transmission during regular business hours; or (v) sent via electronic mail with any attachments in Portable Document Format (PDF) format, accompanied by a copy of the notice mailed by first-class mail, addressed to the parties as follows:

To the Village:

Village Manager
Village of Brookfield
8820 Brookfield Ave
Brookfield, Illinois 60513
twiberg@brookfieldil.gov

To the School District:

Superintendent of Schools

Board of Education Riverside Public School District Number 96
3340 South Harlem Avenue
Riverside, IL 60546

A notice shall be deemed to have been served: (i) upon the date of receipt if served by personal delivery or by commercial overnight courier service; (ii) upon the date of transmission of service by facsimile or electronic mail transmission, provided that the transmission is completed by 5:00 p.m., or if not completed by 5:00 p.m., on the next business day; or (iii) upon the second (2nd) business day following deposit with the U.S. post office and served by certified mail. Any Party may change the address to which service of notices shall be effected by a notice in conformity with the provisions of this section.

Section 7: Assignment.

The rights and privileges and the duties and obligations under this Agreement shall inure to the heirs, successors and assigns of the Parties, but neither Party shall assign those rights and privileges or duties and obligations without the written consent of the other party.

Section 8: Modification.

This Agreement represents the entire Agreement between the Parties, and any modification thereto must be made in a writing signed by authorized officers of both Parties.

Section 9: No Third Party Beneficiaries.

This Agreement is entered into solely for the benefit of the contracting Parties; and 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, establish or impose any legal duty to any third party.

Section 10: Compliance with Laws.

The Parties shall comply with all applicable federal, state and local laws and any federal or state administrative rules and regulations in carrying out the terms and conditions of this Agreement, including, but not limited to, the following:

10.1 In the event of a Party's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights, the Party may be declared ineligible for future contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations; and this Agreement may be canceled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Parties agree as follows:

10.1.1 The Parties will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that they will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

10.1.2 If a Party hires additional employees in order to perform this Agreement or any portion of this Agreement, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the areas from which the Parties may reasonably recruit; and the Parties will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

10.1.3 In all solicitations or advertisements for employees placed by a Party or on the Party's behalf, the Party will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

10.1.4 The Parties will send to each labor organization or representative of workers with which the Party has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Party's obligations under the Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with a Party's efforts to comply with the Illinois Human Rights Act and Illinois Department of Human Rights Rules and Regulations, the Party will promptly notify the Illinois Department of Human Rights; and the other Parties and will recruit employees from other sources when necessary to fulfill its obligations under the Agreement.

10.1.5 The Parties will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the Parties, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

10.1.6 The Parties will permit access to all relevant books, records, accounts and work sites by personnel of the Parties and the Illinois Department of Human Rights for

purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

10.1.7 The Parties will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the Agreement obligations are undertaken or assumed so that the provisions will be binding upon the contractors. In the same manner as with other provisions of this Agreement, the Parties will be liable for compliance with applicable provisions of this clause by contractors; and further, it will promptly notify the Parties and the Illinois Department of Human Rights in the event any contractor fails or refuses to comply with the provisions. In addition, the Parties will not utilize any contractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations.

Section 11: Prohibition against Segregated Facilities.

The Parties will not maintain or provide for their employees any segregated facilities at any of their establishments, and not permit their employees to perform their services at any location, under their control, where “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The Parties shall (except where they have obtained identical certifications from proposed contractors and material suppliers for specific time periods) obtain certifications in compliance with this subparagraph from proposed contractors or

material suppliers prior to the award of a contract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause; and the Parties will retain such certifications in their files.

Section 12: Sexual Harassment Policy.

The Parties have and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

Section 13: Records.

The Parties shall maintain their respective records relating to the performance of this Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Parties shall be available for review by any of the other Parties. The Parties shall cooperate with each other (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Parties to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by a Party to maintain the books, records and supporting documents required by this section or the failure by a Party to provide full access to and copying of all relevant books and records within a time period which allows a Party to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the Party served with the Freedom of Information Act request for the recovery of any funds paid by that Party under this Agreement or for the recovery for any penalties or attorney's fees imposed by the

Freedom of Information Act (5 ILCS 140/1 *et seq.*). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement.

Section 14: Dispute Resolution.

If a dispute arises between the Parties concerning this Agreement, representatives of the Parties will first attempt to resolve the dispute by negotiation. Each Party will designate persons to negotiate on its behalf. The Party(s) contending that a dispute exists must specifically identify in writing all issues and present it to the other Party(s). The representatives of the Parties will meet and negotiate in an attempt to resolve the matter. If the dispute is resolved as a result of such negotiation, there must be a written determination of such resolution, ratified by the representatives of the Parties (if the matter is within his/her authority) or the corporate authorities of each Party, which will be binding upon the Parties. If necessary, the Parties will execute an addendum to this Agreement. Each Party will bear its own costs, including attorneys' fees, incurred in all proceedings in this section. If the Parties do not resolve the dispute through negotiation, any Party to this Agreement may pursue any other available remedies to enforce the provisions of this Agreement. Any meeting of the representatives of the Parties to resolve disputes shall comply with the Open Meeting Act requirements, as applicable.

Section 15: Cooperative Undertaking.

This Agreement establishes a cooperative undertaking, but it is not the intention of the Parties to create a new or separate legal entity by this Agreement. This Agreement does not establish or create a joint venture or partnership between the Parties, and no Party shall be responsible for the liabilities and debts of the other Party hereto.

Section 16: Execution.

Each Party warrants to each other Party that it is authorized to execute, deliver and perform this Agreement. Each Party warrants to each other Party that execution, delivery and performance of this Agreement does not constitute a breach or violation of any agreement, undertaking, law or ordinance by which that Party is bound. Each individual signing this Agreement on behalf of a Party warrants to the other that such individual is authorized to execute this Agreement in the name of the Party on whose behalf he or she executes it. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original, and all of which shall constitute the same instrument.

Section 17: Partial Invalidity.

The invalidity of any provision of this Agreement shall not, in any manner, affect the validity of any other provision hereof; and each and every provision of this Agreement shall be enforceable regardless of the invalidity, if any, of any other provisions hereof.

Section 18: Governing Law.

The laws of the State of Illinois shall govern this Agreement as to both interpretation and performance.

Section 19: Venue.

The venue for resolving any disputes concerning the Parties' respective performance or failure to perform under this Agreement shall be the Circuit Court of Cook County, Illinois.

IN WITNESS WHEREOF, the corporate authorities of the Village of Brookfield and the Board of Education of Riverside Public School District Number 96 have approved this Agreement and have directed that this Agreement be signed on their behalf by their authorized officers.

VILLAGE: Village of Brookfield, an Illinois municipal corporation

By: _____

Kit P. Ketchmark, President

ATTEST:

By: _____

Brigid Weber, Village Clerk

SCHOOL DISTRICT: Board of Education of Riverside Public School District Number
96, Cook County, Illinois

By: _____

Dan Hunt, President

ATTEST:

By: _____

Wesley Muirheid, Secretary