

To: Dr. Mike Riggle Board of Education

From: Dr. Kimberly Ptak

Date: Monday, February 26, 2018

Re: Intergovernmental Agreement with Glenview District 30 for the Use of Real Property

Recommendation

It is recommended that the Board of Education approve the attached Intergovernmental Agreement with Glenview District 30 for the Use of Real Property.

Background

The construction of the new District 30 Maple School is scheduled to begin in April, 2018. The project will be completed in two phases; phase 1 involves building the new school while students continue to occupy the old building and phase 2 involves demolishing the old building immediately upon completion of the FY18/19 school year. The project is expected to be completed in August, 2019 in time for the new school year.

During the construction period, District 30 has a need for contractor parking. The recommended Agreement is attached with an Exhibit showing the two proposed temporary parking layouts. The first layout accommodates Glenbrook North cross country season and allows for a wider running path. The second layout will go into effect post cross country.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF EDUCATION OF NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT 225 AND THE BOARD OF EDUCATION OF NORTHBROOK/GLENVIEW SCHOOL DISTRICT 30 FOR THE USE OF REAL PROPERTY

Whereas, the Board of Education of Northbrook/Glenview School District 30, Cook County, Illinois (hereinafter "District 30") will be engaging in the construction of a new school building on the site of the current Maple School, located at 2370 Shermer Road, Northbrook, Illinois; and

Whereas, the Board of Education of Northfield Township High School District 225, Cook County, Illinois (hereinafter "District 225") is the beneficial owner of and operates a school site located at 2300 Shermer Road, Northbrook, Illinois, which is adjacent to District 30's construction project; and

Whereas, District 30 requires additional space for the location of temporary parking for workers and contractors supplying labor, materials, and other services to its construction project; and

Whereas, District 225 has space on its school site adjacent to the construction project, which, in the spirit of intergovernmental cooperation, it is willing to allow District 30 to use for temporary parking purposes.

Now, therefore be it resolved that the Board of Education of Northbrook/Glenview School District 30 and the Board of Education of Northfield Township High School District 225, in exchange of the mutual promises contained herein, agree as follows:

- 1. The foregoing recitals are hereby incorporated as though fully set forth herein.
- 2. District 225 grants the District 30 the exclusive right to use that part of its school site located at 2300 Shermer Road, Northbrook, Illinois, as identified on the attached Exhibit "A," for purposes of permitting access to the construction site and parking by workers supplying labor, material, and other services to the construction project on District 30's adjacent property, Monday through Saturday (6:00 a.m. 6:00 p.m.). District 30 contractors will not enter the flow of traffic on District 225 property during the regular times for District 225 student drop-off and pick-up
- 3. The term of this agreement will commence on March 15, 2018 and terminate on July 15, 2019.
- 4. District 30, at its expense, will erect a gate and fence to restrict access to only workers supplying labor, material, and other services to the construction project. Additionally, at its expense, District 30 will remove 60 linear feet of baseball fence and reinstall 60 linear feet of new, black vinyl fence to accommodate District 225 fall cross country and spring baseball.
- 5. District 30, at its expense, will remove existing top soil and install CA6 stone to prepare the area for parking. Immediately prior to the commencement of this Agreement District 30, at its expense, will make reasonable efforts to restore the area identified in Exhibit "A" to the condition it existed immediately prior to the commencement of this Agreement.
- 6. District 30 agrees to hold harmless, indemnify, and defend District 225, its board members, and employees from and against any claims, suits, liabilities, or expenses (including reasonable attorneys' fees and costs) arising from its negligent acts or omissions, or that of its contractors, in the use of the parking area identified in Exhibit "A," except to the extent caused by the negligent acts or omissions of District 225 or its employees.

- 7. District 30 shall provide District 225 with proof of insurance in such amounts and for such coverages as District 225 deems necessary (coverage requirements are collectively referred to as Insurance Documents and are attached hereto as Group Exhibit "B" and incorporated herein by reference).
- 8. Each party will deliver any notices regarding this Agreement to the following individuals at the addresses below, unless notified of a different designee or address:

If to District 30:	Dr. Brian Wegley, Superintendent 2374 Shermer Road Northbrook, IL 60062
If to District 225:	Dr. Michael Riggle, Superintendent 3801 W. Lake Ave. Glenview, Illinois 60026

Wherefore, the duly authorized representatives of each Party have executed this Agreement on the dates hereafter set forth below.

BOARD OF EDUCATION OF NORTHBROOK/GLENVIEW SCHOOL DISTRICT 30

By:___

President, Board of Education

Attest:

Secretary, Board of Education

Date:_____

BOARD OF EDUCATION OF NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT 225

By:___

President, Board of Education

Attest:

Secretary, Board of Education

Date:

EXHIBIT A

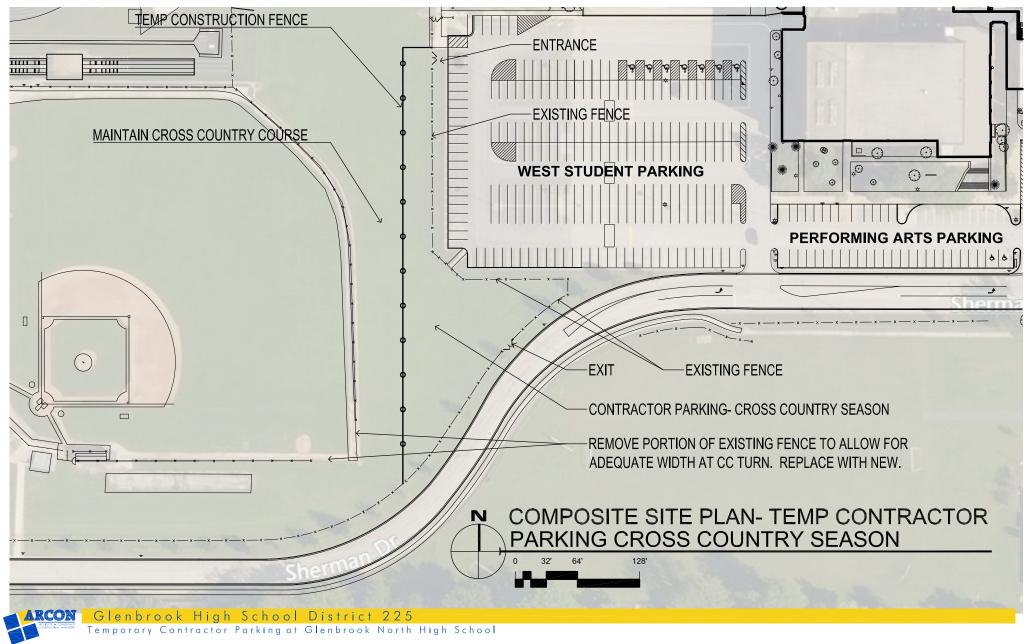
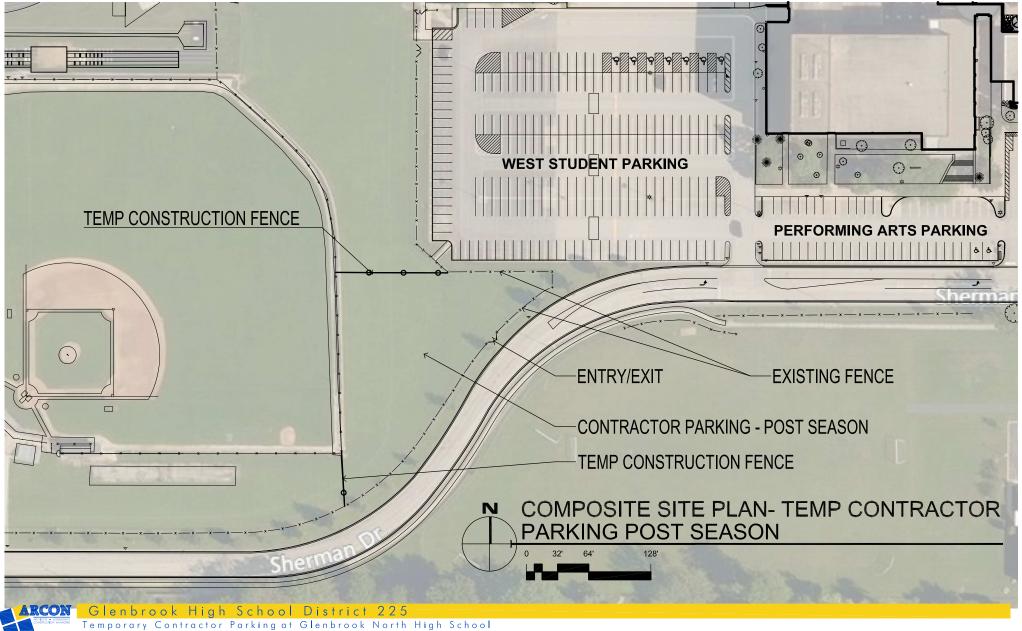


EXHIBIT A



NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT 225 VENDOR INSURANCE DOCUMENTS - EXHIBIT B

(Certificate of Insurance Sample & General Insurance Requirements)

DATE (MM/DD/YYYY) **CERTIFICATE OF LIABILITY INSURANCE** ACORD 2/22/2012 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND. EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S). AUTHORIZED REPRESENTATIVE OR PRODUCER. AND THE CERTIFICATE HOLDER IMPORTANT: If the certificate holder in an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER ONTAC ٨٨٨ HONE AX A/C No) Weible & Cahill VC. No -MAII 2300 Cabot Drive, Suite 100 DDRES Lisle, IL 60532 Phone: (630) 245-4600 Fax: (630) 245-4601 JRER(S) AFFORDING COVERAGE NAIC # INSURED SURER A: A.M. Best Insurance Guide "A" Rating Contractor Name & Address **NSURER B**: **INSURER C:** INSURER D: **INSURER E:** INSURER F: COVERAGES CERTIFICATE NUMBER **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS INSR ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER LIMITS LTR INSR WVD (MM/DD/YYYY (MM/DD/YYYY) GENERAL LIABILITY EACH OCCURRENCE \$1,000,000 DAMAGES TO RENTED PREMISES (ea 03/01/12 Α COMMERCIAL GENERAL LIABILITY POLICY NO. 03/01/13 occurrence) \mathbf{X} OCCUR MED EXP (Any one person Х Х Х ERSONAL & ADV INJUR \$1,000,000 XCU Included GENERAL AGGREGATE \$2,000,000 SEN'I AGGREGATE LIMIT APPLIES PER \$2,000,000 PRODUCTS-COMP/OP AGG COMBINED SINGLE LIMI AUTOMOBILE LIABILITY \$1,000,000 (Each accident) Α X POLICY NO. 03/01/12 03/01/13 ANY AUTO ODILY INJURY (Per person ALL OWNED AUTOS ODILY INJURY (Per accident) ROPERTY DAMAGE (Per accident) SCHEDULED AUTOS Х \mathbf{X} HIRED AUTOS \mathbf{X} NON-OWNED AUTOS UMBRELLA LIAB OCCUR 03/01/12 03/01/13 Α POLICY NO. EACH OCCURRENCE \$5,000,000 EXCESS LIAB CLAIMS-MADE Х AGGREGATE \$5,000,000 RETENTION \$ None NORKERS COMPENSATIO WC STATU-TORY LIMITS OTHER AND EMPLOYEES LIABILITY Y/N NY PROPRIETOR/PARTNER/EXECUTIVE POLICY NO. 03/01/12 03/01/13 Α N/A Х \$500,000 E.L. EACH ACCIDENT ER/MEMBER EXCLUDED L. DISEASE - FA EMPLOYEE \$500,000 Mandatory in NH) ves, describe unde E.L. DISEASE - POLICY LIMIT \$500,000 SCRIPTION OF OPERATIONS bel DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Northfield Township High School District 225 is named additional insured on a primary and non-contributory basis, with respect to General Liability and Automobile Liability. A waiver of subrogation, in favor of the Northfield Township High School District 225, is granted under General Liability and Workers' Compensation policies. Northfield Township High School District 225 SHOULD ANY OF THE ABOVE DESCRIBED POLICEIS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. c/o Insurance Tracking Services, Inc. (ITS) P.O. Box 20270 Long Beach, CA 90801 Email: SSCRMP@instracking.com AUTHORIZED REPRESENTATIVE Fax: (562) 435-2999 Sample Signature

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GENERAL REQUIREMENTS



The following insurance requirements are compulsory for vendors or contractors wishing to perform work at any of the Glenbrook High School District 225 locations listed below:

- Glenbrook South High School 4000 West Lake Avenue, Glenview, IL 60026
- Glenbrook North High School 2300 Shermer Road, Northbrook, IL 60062
- Glenbrook District Office 3801 West Lake Avenue, Glenview, IL 60026
- Glenbrook Off Campus Facility 1835 Landwehr Road, Glenview, IL 60026
- Glenbrook Evening High School 1835 Landwehr Road, Glenview, IL 60026
- Glenbrook Transition Center 1340 Shermer Road Suite 270, Northbrook, IL 60062

CERTIFICATE HOLDER: Northfield Township High School District 225 c/o Insurance Tracking Services, Inc. (ITS) P.O. Box 20270 Long Beach, CA 90801 Email: <u>SSCRMP@instracking.com</u> Fax: (562) 435-2999

- Endorsements must be submitted with the certificate of insurance; additional insured endorsement must conform to ISO form CG 20 10 and CG 20 37, listing all required additional insureds, job name and address.
- Insurance shall be written with a company having at least an "A" rating as listed in the latest edition of the A. M. Best Insurance Guide.
- Northfield Township High School District 225 will allow self-insurance plans to comply with the required provisions.

LIMITS OF LIABILITY (Minimum Limits):

General Liability		
(a) Bodily Injury	(i) Each Occurrence	\$1,000,000
	(ii) Annual Aggregate	\$2,000,000
(b) Property Damage	(i) Each Occurrence	\$1,000,000
	(ii) Annual Aggregate	\$2,000,000
(c) Personal Injury	Each Person Aggregate	\$1,000,000
Completed Operations & Product Liability to be maintained for 2 years after final payment - endorsement not required		
Additional insured's must be listed on a primary & non-contributory basis; endorsement required.		
Waiver of subrogation on general liability & corresponding endorsement required.		
Automobile Liability		
(a) Bodily Injury	Each Occurrence	\$1,000,000
Additional insured's must be listed on a primary & non-contributory basis; endorsement required.		
Workers Compensation		
	(i) Per Accident	\$500,000
	(ii) Disease, policy limit	\$500,000
	(iii) Disease, each employee	\$500,000
Waiver of subrogation & corresponding endorsement required.		
Umbrella - Excess policy (required for bids & large construction projects)		\$5,000,000
Professional Liability - Pollution (required where appropriate)		\$1,000,000
Revisel 728/2006 AGan		