

**GLENBROOK HIGH SCHOOLS  
District Business Office**

**TO: Dr. Mike Riggle**  
**FROM: Kimberly Ptak**  
**DATE: FEBRUARY 24, 2014**  
**RE: RESOLUTION TO ACQUIRE GIS DATA**

Recommendation

It is recommended that the Board of Education adopt the attached resolution authorizing access to Geographic Information System (GIS).

As previously discussed, Dr. Charles Kofron has been hired to review the district's enrollment projections as well as perform geo-mapping of student (K-12) addresses. The study requires current and historical GIS data to determine housing characteristics and property classifications within Northfield Township excluding District 29 in Northfield which will help project student enrollments. The GIS data is also necessary to create maps and planning documents that may be used for evaluating the boundaries of high school attendance areas.

**RESOLUTION AUTHORIZING  
AGREEMENT WITH COOK COUNTY ASSESSOR'S OFFICE FOR ACCESS TO  
GEOGRAPHIC INFORMATION SYSTEM**

**WHEREAS**, the BOARD OF EDUCATION OF NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT NO. 225, Cook County, Illinois, ("Board") is responsible for providing free and appropriate public secondary education for all students within its boundaries; and

**WHEREAS**, the BOARD is empowered with all powers necessary to carry out expressly granted powers under the law; and

**WHEREAS**, the Board is constantly evaluating and assessing enrollment patterns, boundaries and attendance areas; and

**WHEREAS**, the Cook County Assessor's Office ("County") has developed a Geographic Information System ("GIS") that will permit the Board to evaluate and assess enrollment patterns, boundaries and attendance areas more efficiently and effectively; and

**WHEREAS**, the County, at no cost to the Board, has offered the Board access to the GIS system pursuant to the terms of the *Agreement For Access to Geographic Information System* (attached hereto as Exhibit 1 and incorporated herein by reference) ("Agreement"); and

**WHEREAS**, the BOARD is authorized to enter into Intergovernmental Agreements pursuant to Article 7, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.).

**WHEREAS**, the BOARD has heard the reports and recommendations of the Administration and hereby finds that approval of the attached Agreement is necessary and in the best interests of the School District.

NOW, THEREFORE, BE IT RESOLVED AND ORDAINED by the BOARD OF EDUCATION OF NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT NO.225, Cook County, Illinois as follows:

1. That the foregoing recitals are true and correct and hereby incorporated by references as fully set forth herein.

2. That the Agreement attached hereto as Exhibit 1 is approved, ratified and adopted.

3. That the Superintendent is authorized and directed to execute the Agreement on behalf of the Board and that the Superintendent or his designee is further authorized and directed to take any and all steps necessary to effectuate the terms and conditions of the Agreement.

4. That this Resolution shall be in full force and effect immediately upon its passage.

Member \_\_\_\_\_ moved for the adoption of the foregoing Resolution/Ordinance and Member \_\_\_\_\_ seconded the motion.

Upon a roll call vote, the Members voted as follows:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Abstain and Absent: \_\_\_\_\_

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

BOARD OF EDUCATION OF NORTHFIELD  
TOWNSHIP HIGH SCHOOL DISTRICT NO. 225,  
COOK COUNTY, ILLINOIS

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

By: \_\_\_\_\_  
President

Attested By: \_\_\_\_\_  
Secretary

STATE OF ILLINOIS            )  
  )  
COUNTY OF COOK            )        SS

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Education of Northfield Township High School District 225, Cook County, Illinois ("Board"), and as such official I am the keeper of the records and files of the Board.

I do further certify that the foregoing constitutes a full, true and complete copy of the Resolution adopted by the BOARD at its meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, said Resolution entitled:

**RESOLUTION AUTHORIZING  
AGREEMENT WITH COOK COUNTY ASSESSOR'S OFFICE FOR ACCESS TO  
GEOGRAPHIC INFORMATION SYSTEM**

I do further certify that the roll call vote taken adopting said Resolution was conducted openly, that said meeting was called and held at a specified time and place convenient to the public, that said meeting was called and held in strict compliance with the provisions of the *Open Meetings Act* of the State of Illinois, as amended, and that the Board of Education has complied with all of the provisions of said *Act* and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

SECRETARY, BOARD OF EDUCATION OF  
NORTHFIELD TOWNSHIP HIGH SCHOOL  
DISTRICT NO. 225, COOK COUNTY, ILLINOIS

By: \_\_\_\_\_  
President

Attested By: \_\_\_\_\_  
Secretary

## AGREEMENT FOR ACCESS TO GEOGRAPHIC INFORMATION SYSTEM

This AGREEMENT is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (“Agency”) and the Cook County Assessor’s Office (the “CCAO”).

### WITNESSETH:

**WHEREAS**, the CCAO has developed a Geographic Information System (the “GIS”) consisting of cadastral data, planimetric data, assessment data, property images, digital orthophotography (aerial photos) and other data (collectively, such images, photos and data, “Assessor Data”);

**WHEREAS**, portions of the GIS, and the related data dictionary, are copyrighted materials of the CCAO and/or Cook County of the State of Illinois (“Cook County”);

**WHEREAS**, some of the Assessor Data in the GIS is only available to the public and to commercial users for a fee, as permitted by law;

**WHEREAS**, Agency has requested access to and license to use the GIS for use in performing its official functions (as set forth below);

**WHEREAS**, the CCAO in the spirit of cooperation desires to make the GIS available, efficiently and without charge, to Agency for use in performing its official functions; and

**WHEREAS**, Agency acknowledges and agrees that access to the GIS and/or Assessor Data is conditioned upon the agreement that access is provided as set forth in this Agreement solely for use in performing the official functions of the Agency, and that any other use, alteration, sale, dissemination, lease or transfer of the GIS and/or Assessor Data by Agency, or by any employee or agent of same, without written consent of the CCAO is strictly prohibited, and shall be deemed to warrant immediate termination of this Agreement, as well as entitle the CCAO to pursue any other remedies to which it is entitled.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants and the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### **SECTION 1. INCORPORATION OF RECITALS.**

The foregoing recitals are incorporated into and made a part of this Agreement as if fully set forth herein.

### **SECTION 2. STATEMENT OF OFFICIAL PURPOSES; RESTRICTIONS ON USE.**

For purposes of this Agreement, Agency represents and warrants as its official purpose for access to the GIS and Assessor Data as stated in Exhibit A and incorporated herein. Agency agrees that access to the

GIS and/or Assessor Data is conditioned upon and provided as set forth in this Agreement solely for its use in performing its official purposes (as described in Exhibit A). Any other use of the GIS or Assessor Data, without express written consent of the CCAO, is strictly prohibited, including the display, sale, transfer, lease, dissemination or lease of the GIS or Assessor Data in any location or manner in its current form, derivative or altered form, or otherwise. Any such prohibited use shall be deemed to be a breach which warrants immediate termination of this Agreement. This Section shall survive the termination of this Agreement.

### **SECTION 3. INFORMATION PROVIDED.**

The CCAO agrees to provide Agency access to the GIS and Assessor Data only upon the conditions and based upon the representations and warranties set forth in this Agreement. In order to obtain specific Assessor Data, Agency must request Assessor Data by filing the attached exhibits with the Department of Automation of the CCAO (each such request, an "Information Request"). Each Information Request is subject to approval of the CCAO.

### **SECTION 4. LIMITED LICENSE TO USE.**

Subject to the provisions of this Agreement, the CCAO hereby grants to Agency a non-exclusive, non-transferable license to use the Assessor Data only as specifically provided for in this Agreement. Agency acknowledges that the title, copyright and all other rights to the GIS and Assessor Data remain with the CCAO and/or Cook County. Neither Agency nor any other authorized user shall have any right, title or interest in the GIS or Assessor Data except as expressly described herein. The CCAO reserves the right to withdraw from the GIS and/or Assessor Data any item or part of an item for which it no longer retains ownership rights or which it has reasonable grounds to believe infringes copyright or is unlawful or otherwise objectionable.

### **SECTION 5. TERM AND EXTENSION.**

This Agreement is for one year, effective from the date of execution. It will be extended annually for terms of one year each, unless, at least 30 days prior to the expiration of any term, either party notifies the other in writing of its intent not to renew the Agreement.

### **SECTION 6. DISCLAIMER OF WARRANTIES.**

The GIS and the Assessor Data is provided "as is" without any warranty or representation whatsoever, including any representation as to accuracy, timeliness, completeness, infringement of rights of privacy, copyright or trademark rights or disclosure of confidential information. All burdens, including any burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use, rests solely on Agency and/or the requester. The CCAO and Cook County make no warranties, express or implied, as to the use of the GIS. There are no implied warranties of merchantability or fitness for a particular purpose. There is no warranty to update any of the information provided hereunder. THE CCAO AND COOK COUNTY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED, ORAL OR WRITTEN) RELATING TO THE GIS AND/OR ASSESSOR DATA, INCLUDING BUT NOT LIMITED TO ANY AND ALL IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, ACCURACY, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR

PURPOSE. Agency acknowledges and accepts the limitations of the GIS and the Assessor Data, including the fact that the GIS and Assessor Data are dynamic and are in a constant state of maintenance, correction and update.

**SECTION 7. LIMITATION OF LIABILITY.**

AGENCY EXPRESSLY AGREES THAT NO MEMBER, OFFICIAL, EMPLOYEE, REPRESENTATIVE OR AGENT OF THE CCAO OR COOK COUNTY, OR THEIR RESPECTIVE SUCCESSORS, HEIRS OR ASSIGNS, SHALL BE LIABLE, WHETHER INDIVIDUALLY OR PERSONALLY OR OTHERWISE, TO AGENCY OR ANY OTHER PERSON OR ENTITY, OR THEIR RESPECTIVE SUCCESSORS, HEIRS OR ASSIGNS, FOR ANY LOSS OR CLAIM, INCLUDING BUT NOT LIMITED TO ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF GOODWILL DATA OR IN THE EVENT OF ANY DEFAULT OR BREACH BY THE CCAO UNDER THIS AGREEMENT OR ANY INACCURACY OF THE GIS OR ASSESSOR DATA, IN ANY WAY ARISING FROM OR RELATING TO THIS AGREEMENT OR RESULTING FROM THE USE OR INABILITY TO USE THE GIS AND/OR ANY ASSESSOR DATA.

**SECTION 8. AGENCY INDEMNIFICATION.**

Agency agrees to hold harmless and indemnify the CCAO and Cook County, its commissioners, officers, agents, employees, representatives and affiliates, and their respective heirs, successors and assigns, from and against, and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit, claim, action or proceeding brought by any third party against the CCAO, Cook County or any commissioner, officer, agent, employee, representative or affiliate of the CCAO or Cook County arising out of or incident to the performance or nonperformance of this Agreement by CCAO, Cook County, Agency or any other entity. To the extent that the CCAO or Cook County incurs administrative expenses including attorneys' fees during Agency's defense of any claim, Agency shall reimburse the CCAO or Cook County, as appropriate, for all such expenses. The provisions of this Section shall survive the termination of this Agreement.

**SECTION 9. APPLICABLE LAW.**

This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the State of Illinois, excluding any such laws that might direct the application of the laws of another jurisdiction. Venue shall be in a court of competent jurisdiction located within the County of Cook, Illinois. The CCAO and Agency each acknowledge the existence of state and other applicable law defining the duties and responsibilities of each party regarding real estate taxation and other governmental functions. No part of this Agreement has the effect of or is intended to impact any applicable legal duty of either party under existing law, especially the Illinois Property Tax Code, 35 ILCS 200/1 *et seq.* Both parties remain responsible under applicable law for performing all stated duties and responsibilities.

**SECTION 10. CONFIDENTIALITY.**

Agency acknowledges and agrees that information regarding this Agreement, and portions of the GIS and Assessor Data and other information disclosed hereunder, is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Agency in any way, whether during the term of this Agreement or any time thereafter, except solely in accordance with the official purposes set forth above. All such Assessor Data and the GIS shall be treated in confidential manner, except as otherwise expressly stated in a written document.

**SECTION 11. MISCELLANEOUS.**

- (a) This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, in relation to the matters dealt with herein. There are no representations, warranties, collateral agreements or conditions to this Agreement, except as expressly stated in this Agreement.
- (b) The section headings are for reference and information purposes only, and shall not affect in any way the meaning or interpretation of this Agreement. References to singular shall include the plural and to plural shall include the singular. References to a person shall include a corporate or government body. Words such as "including" and similar expressions shall not be read as words of limitation.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective authorized representatives as of the date first written above.

**COOK COUNTY  
ASSESSOR'S OFFICE**

\_\_\_\_\_  
Chief Deputy Assessor  
Cook County Assessor's Office

\_\_\_\_\_  
Signature:  
\_\_\_\_\_  
Print Name  
Title: \_\_\_\_\_  
Agency Name: \_\_\_\_\_  
\_\_\_\_\_  
Telephone Number:



### **Exhibit A: Statement of Official Purpose**

The Glenbrook High School District 225 is undertaking an enrollment study which will project future enrollment impacts from planned housing developments. The study requires current (2013) and historical (2008) GIS, real property, and building characteristics data from 2008 to determine housing characteristics of students and to project student enrollments based on planned housing developments. The Assessor's files are necessary to identify types of student housing by property class and building characteristic and will only be used to develop student by housing unit type factors. The GIS database with cadastral, planimetric, assessment, and building characteristics are also necessary to create maps and planning documents that may be used for evaluating the boundaries of high school attendance areas.