

**A RESOLUTION TO CREATE AND INTERGOVERNMENTAL AGREEMENT
WITH THE ROLLING MEADOWS PARK DISTRICT**

NOW, THEREFORE, BE IT RESOLVED:

That the City of Rolling Meadows enter into an Intergovernmental Agreement with the Rolling

Meadows Park District whereas Park District will provide an area of refuge, shelter, or general

use area as needed during a severe weather incident, man-made disastrous event, the need for

mass distribution and dispensing of pharmaceuticals or supplies to the public associated with the

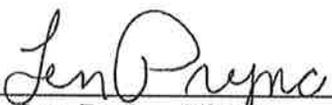
Strategic National Stockpile (SNS) during a declared public health emergency.

YEAS: Cannon, Budmats, Majikes, Gallo, Banger, D'Astice, Veenbaas

NAYS: 0

ABSENT: 0

Passed and approved this 8th day of May, 2018.



Len Prejna, Mayor

ATTEST:



Ginny Cotugno, Deputy City Clerk

**INTERGOVERNMENTAL AGREEMENT FOR USE OF FACILITIES
DURING A COMMUNITY EMERGENCY**

6. The City hereby agrees to indemnify the Park District for any and all damages to the property of the Park District caused by persons occupying the Park District's properties during an emergency. This indemnification is limited to damages caused directly by persons occupying the premises and not to damages caused or occasioned as a result of the emergency.
7. To the extent permitted by law, the parties will rely on the Local Governmental and Government Employees Tort Immunity Act, 745 ILCS 10/1-101 et. seq., as well as any other Federal and/or State law whereby immunities may be extended and applicable.
8. This agreement does not create a fiduciary responsibility between the parties. Neither party shall be deemed to be an agent of the other party nor have the authority to contractually bind or legally obligate the other party.

TERMINATION OF AGREEMENT

Either the City or the District may terminate this agreement by notifying the Chief Executive Officer of the other party, in writing, ninety (90) calendar days from the date of said written notice.

TERM OF THE AGREEMENT

This agreement shall be effective as of the 22, day of August 2017 and shall continue in full force until terminated, in writing, by either party.

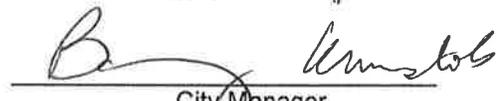
Rolling Meadows Park District


District President


Executive Director

City of Rolling Meadows


City Mayor


City Manager

INTERGOVERNMENTAL AGREEMENT FOR USE OF FACILITIES DURING A COMMUNITY EMERGENCY

This Agreement is entered into this 22nd day of August, 2017 by the City of Rolling Meadows, Illinois (hereinafter referred to as the "City"), and the Rolling Meadows Park District (hereinafter referred to as the "District").

GENERAL CONDITIONS

1. The District agrees, upon request by the City, to allow the City to use the District's facilities and equipment or portions thereof for the purposes of:
 - Mass care functions including sheltering, feeding, emergency first aid, bulk distribution of emergency supplies, information collection and dissemination and other functions associated with emergency management in the event of a community emergency where the occurrence or threat of widespread damage to property, injury, and/or loss of life resulting from any natural, manmade, or technological cause.
 - Dispensing medical supplies and pharmaceuticals associated with the Strategic National Stockpile (SNS) to address large scale communicable disease outbreaks or other public health emergencies.
2. The City, upon determining a specific need to utilize the District's facilities during an emergency incident, shall provide an expedited request to utilize said property by way of telephone call, face to face communications, or by means of electronic communications. When possible, advance notification shall be made a minimum of six (6) hours prior to the time the City needs the facilities, unless said emergency incident warrants an immediate evacuation of residents who are directly at risk. In cases of immediate urgency, the City shall attempt to minimize the adverse impact on the District and its core functions.
3. The City shall exercise reasonable care in its use of the District's facilities throughout the emergency incident and shall pursue reimbursement for the District for any supplies that may have been used by the displaced residents as a result of its use of the District's facilities during the emergency incident. Both parties agree that the general use of the District's facilities during an emergency incident shall be free of charge and with no expectation of reimbursement. In the event of possible reimbursement from Federal and/or State disaster relief funds, the parties agree to work cooperatively in pursuing said reimbursement funds.
4. Both the City and District shall each designate a single point of contact, whenever the District's facilities are used by the City during an emergency incident. These designated contacts shall each be given the authority of their respective agency to make decisions regarding access and operations of the facility, as well as staffing, custodial, and security needs. Until the need for the District's facilities are terminated following the emergency incident, both parties shall have twenty-four (24) hour communication access to each other.
5. The District agrees to allow access to their facilities, without charge, during an emergency incident by the American Red Cross and; if applicable, other governmental agencies or organizations who are involved with providing support services associated with the purposes listed in Item # 1. The City shall be responsible for overseeing the activities of the American Red Cross, as well as any other governmental agencies or organizations while they are at the District's facilities serving in this capacity.