

**A RESOLUTION TO CREATE AN INTERGOVERNMENTAL AGREEMENT
WITH COOK COUNTY SCHOOL DISTRICT 15**

NOW, THEREFORE, BE IT RESOLVED that the City of Rolling Meadows enter into an Intergovernmental Agreement with Cook County School District 15 (CCSD15) whereas the DISTRICT will provide an area of refuge, shelter, and general use facilities or structures as needed during a severe weather incident, or a man-made disastrous/catastrophic event.

Further, to meet 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: Budmats, O'Brien, Vinezeano, Bisesi, D'Astice, Sanoica, Cannon

NAYS: 0

ABSENT: 0

Passed and approved this 22nd day of October 22, 2019.



Joe Gallo, Mayor

ATTEST:



Judith Brose, Deputy City Clerk

EMERGENCY USE AGREEMENT

THIS AGREEMENT is entered into and effective this 9th day of October, 2019 (“**Effect Date**”), by and between the Board of Education of Community Consolidated School District No. 15 (“**School District**”) and the City of Rolling Meadows, an Illinois municipal corporation (“**City**”).

WITNESSETH

WHEREAS, School District maintains and operates twenty (20) schools, as well as administrative buildings and other school related properties (collectively, the “**Facilities**”); and

WHEREAS, at any given time, an emergency event can occur that requires the City to undertake various emergency responses, including, but not limited to, providing shelter, feeding, emergency first aid, bulk distribution of emergency supplies, information collection and dissemination and other functions associated with emergency management; and

WHEREAS, should the City declare an emergency situation exists, which shall include, but, is not limited to, widespread damage to property, widespread injuries and or loss of life, large scale communicable disease outbreaks, and threatened natural or manmade disasters (collectively, an “**Emergency Event**”), the City may need access to the Facilities to adequately respond to such Emergency Event; and

WHEREAS, the City desires to engage the assistance of the School District to provide a temporary safe haven in case of an Emergency Event and the School District desires to provide such assistance.

NOW, THEREFORE, in consideration of the promises and conditions as herein set forth, and for other good and valuable consideration, receipt of which is acknowledged, it is hereby understood and agreed by and between the School District and the City as set forth below.

1. **Incorporation of Recitals**. The representations, covenants, and recitations set forth in the recitals above are material to this Agreement and are herein incorporated into and made a part of this Agreement as though they were fully set forth herein.
2. **Use of School District Property**. The School District shall provide the use of such Facilities as it deems necessary to the City, upon request by the City, for the purpose of and use as temporary shelter during an Emergency Event for as long as the School District deems reasonably necessary. The School District shall determine, in its sole discretion, which Facilities shall be utilized by the City in an Emergency Event.
3. **Supervision and Control**. The City shall provide for the direct supervision and control of any invitees at the Facilities and its employees while utilizing the Facilities during an Emergency Event.

4. **Term**. The initial term of this Agreement shall be for one (1) year commencing on the Effective Date. At the expiration of the initial term, this Agreement will automatically renew for successive one (1) year periods unless a party provides the other party with written notice of its intent not to renew this Agreement at least (90) days prior to the expiration of the then current term.

5. **Indemnity**. The City shall indemnify, defend, and hold harmless the School District and its individual Board Members, employees and agents (collectively, "**Indemnitees**") from and against any and all claims, actions, damages, liabilities, expenses, and losses which may result or arise from the use and occupancy of the School District Facilities during an Emergency Event and from any breach of this Agreement by the City.

6. **Insurance**. During the term of this Agreement, and any extension thereof, the City shall maintain the following types of insurance: (i) commercial general liability insurance on an occurrence basis with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (ii) umbrella or excess insurance on an occurrence basis with an aggregate limit of at least \$5,000,000 per occurrence and in the aggregate; (iii) Worker's Compensation Insurance in the statutory amounts, as well as employer's liability insurance with limits of at least \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease; and (iv) business automobile liability insurance arising out of any auto (including owned, hired, and non-owned) with a limit of at least \$1,000,000 each accident. The umbrella or excess insurance shall follow the form of the underlying policies. Additionally, the City shall name the Indemnitees as additional insureds, on a primary and noncontributory basis, on all insurance policies required hereunder with the sole exception being the Worker's Compensation Insurance. Further, to the extent permitted under the insurance required under this Agreement, the City waives all rights of subrogation it and any of its insurers may have against Indemnitees. Notwithstanding the above, City may satisfy the insurance requirements herein by utilizing a self-insured risk program that provides coverages substantially similar to that which would have been provided had the City purchased such insurance on the commercial market.

7. **Costs and Expenses**. The City shall be responsible for all costs, expenses and damages associated with its use of the Facilities under this Agreement, which costs and expenses shall include, but are not limited to, the costs associated with refuse removal, site cleaning, and School District staffing costs (e.g. maintenance staff, cleaning staff, etc.). The City shall reimburse the School District for such costs, expenses and damages promptly upon request by the School District. In the event that the School District brings an action to enforce the terms and conditions of this Agreement, it shall be entitled to recover from the City its reasonable attorneys' fees, court costs and other expenses related to such action.

8. **Binding Effect and Survival**. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

9. **Amendment and Entire Agreement**. This Agreement may only be amended by written agreement of both parties. This Agreement represents the entire agreement between

the parties to the subject matter hereof and supersedes any prior negotiations between the parties.

10. **Governing Law and Interpretation.** This Agreement shall be governed by the laws of the State of Illinois. Any action to enforce the terms of this Agreement shall be brought in the Cook County Circuit Court or the U.S. District Court for the Northern District of Illinois, Eastern Division.

11. **Execution.** This Agreement may be executed in counterparts, including facsimile and email counterparts, and all such executed counterparts, including counterparts with email or facsimile signatures, together shall constitute one original Agreement which shall be binding upon all the parties. This Agreement shall be effective on the latest of the dates indicated below.

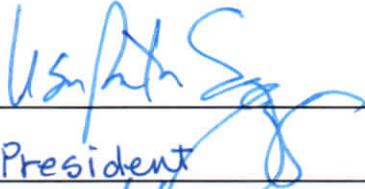
IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above.

SCHOOL DISTRICT:

CITY:

**BOARD OF EDUCATION OF
COMMUNITY CONSOLIDATED
SCHOOL DISTRICT 15**

**CITY OF ROLLING MEADOWS,
AN ILLINOIS MUNICIPAL
CORPORATION**

By: 
Its: President
Date: 10/9/2019

By: 
Its: Mayor
Date: 10-22-19

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