

**A RESOLUTION TO CREATE AND INTERGOVERNMENTAL AGREEMENT  
WITH TOWNSHIP HIGH SCHOOL DISTRICT 214**

**NOW, THEREFORE, BE IT RESOLVED** that the City of Rolling Meadows enter into an Intergovernmental Agreement with Township High School District (DIST15) whereas the 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: Budmats, O'Brien, Vinezeano, Bisesi, D'Astice, Sanoica, Cannon

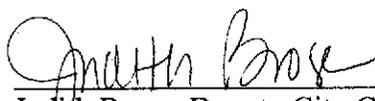
NAYS: 0

ABSENT: 0

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

  
\_\_\_\_\_  
Joe Gallo, Mayor

ATTEST:

  
\_\_\_\_\_  
Judith Brose, Deputy City Clerk

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

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by the City of Rolling Meadows (hereinafter referred to as the "City"), and the Board of Education of Township High School District 214, Cook County, Illinois (hereinafter referred to as the "District").

**GENERAL CONDITIONS**

1. The District agrees, upon request by the City, to allow the City, within the sole discretion of the District, 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 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. The District, however, shall have the right, in its sole discretion, to deny the City access to the District's facilities and the City shall not use the District's facilities until it has specific authorization from the District's Superintendent or designee.
3. The City agrees that its ability to utilize the District's facilities may be limited due to the District's responsibilities to its patrons, employees, students, and status of the facilities. The District shall maintain and does not relinquish its right to prohibit, restrict, and/or minimize the City's use of the District's facilities in order to minimize disruption of the District's core functions during the time the City is utilizing the District's facilities for emergency purposes.
4. 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. The parties agree that the general use of the District's facilities during an emergency incident shall be free of charge 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. Notwithstanding other governmental immunities, the City shall exercise reasonable care in the conduct of activities when using a District facility.
5. Both the City and the 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.
6. The District agrees, within its sole discretion, to allow access to its 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

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

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.

7. Both parties shall be responsible for maintaining their own property, liability, and workers compensation insurance or self-insurance program.
8. To the fullest extent permitted by law, the parties shall indemnify, defend and hold harmless the other party and its Board members, employees, volunteers, and agents, and their successors and assigns, in their individual and official capacities (collectively the "Indemnitees"), from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost, and expense, including without limitation, attorneys' fees, and litigation costs, incurred by any of the Indemnitees for injuries to persons, including death, or for damage, destruction or theft of property arising out of any activity of either party taken pursuant to this Agreement.
9. The parties intend on carrying out this Agreement to fully utilize the provisions of Sections 15 and 21 of the IEMAA, 20 ILCS 3305/15, 20 ILCS 3305/21, such that, to the fullest extent permitted by law, neither party, nor any of its officers, agents, employees, or representatives engaged in any emergency management response or recovery activities including the establishment and operation of a District facility for emergency use, while complying with or attempting to comply with the IEMAA or any rule or regulations promulgated pursuant to the IEMAA, will be liable for the death of or any injury to persons, or damage to property, as a result of such activity.
10. The parties and their employees and agents hereby waive, release, and warrant that they shall not bring any claim, by lawsuit or otherwise, against the other party or its Board members, officers, employees, agents, and volunteers in connection with use of District Facilities.
11. 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.

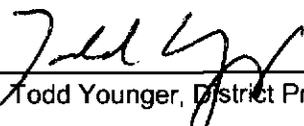
**TERMINATION OF AGREEMENT**

Either party may terminate this agreement by notifying the Chief Executive Officer of the other party, in writing, thirty (30) calendar days from the date of said written notice.

**TERM OF THE AGREEMENT**

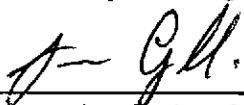
This agreement shall be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017 and shall continue in full force until terminated, in writing, by either party.

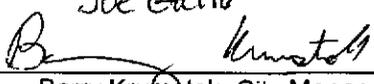
Township School District 214

  
\_\_\_\_\_  
Todd Younger, District President

  
\_\_\_\_\_  
David R. Schuler, Superintendent

City of Rolling Meadows

  
\_\_\_\_\_  
Len Frejma, City Mayor

  
\_\_\_\_\_  
Barry Kruttschok, City Manager