



AGENDA ITEM # 10A

AGENDA ITEM EXECUTIVE SUMMARY

Village Board Meeting

June 14, 2021

Item Title: Intergovernmental Agreement – School District 12

Staff Contact: Jason Bielawski, Acting Village Administrator

VILLAGE BOARD ACTION

Adopt a resolution approving an intergovernmental agreement between the Village of Roselle and Roselle School District 12 for use of the Village’s Council Chambers.

Executive Summary:

At the Village Board meeting on May 10, 2021, the Board directed staff to draft an intergovernmental agreement establishing the terms and conditions for Roselle School District 12 to use the Village’s council chambers for school district board meetings. The attached agreement was agreed to by school district staff. The highlights of the intergovernmental agreement include:

- The School can use the Council Chambers on the 3rd Tuesday of the month for its School Board meetings. Additional meeting requests will be subject to room availability.
- The School will pay the Village \$100 per meeting to offset the cost of maintaining and operating the Council Chambers, adjoining Conference Room used for closed session, and audio/visual equipment.
- The Village will provide ordinary set-up of the Council Chambers, train School staff on the use of audio/visual equipment, and appropriate security/closing procedures. No Village staff will be present during the meetings.
- The School District will appropriately clean up and return the room to the condition it was found.
- The Village may assess a fee for any special cleaning or repairs made necessary as a result of the School District’s use of the rooms.
- The School District will be permitted to post its meetings notices at Village Hall to comply with the Open Meetings Act.

Implications:

Is this item budgeted? No. The revenue generated from the room use fee will be used to offset ongoing maintenance as well as future maintenance and replacement/upgrade to the audio visual equipment installed in 2020.

Any other implications to be considered? The School District used the council chambers on May 18 and June 8 and will hold its regular board meeting on June 15 in the council chambers as well.

Attachments:

Resolution
Intergovernmental Agreement

RESOLUTION NO. 2021-

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF ROSELLE AND ROSELLE SCHOOL DISTRICT 12
FOR THE USE OF THE COUNCIL CHAMBERS IN THE ROSELLE VILLAGE HALL**

WHEREAS, the Village of Roselle (“Village”) wishes to provide the Roselle School District 12 (“School”) use of the Council Chamber’s for School Board meetings; and

WHEREAS, the Village and School have memorialized and are prepared to enter into a an Intergovernmental to establish the terms, conditions, and mutual understandings of the use of the council chambers.

NOW, THEREFORE, be it resolved by the Mayor and Board of Trustees of the Village of Roselle, DuPage and Cook Counties Illinois as follows:

Section 1: The Intergovernmental and License Agreements attached to this Resolution as Exhibit 1 is hereby approved.

Section 2: The Mayor is hereby authorized to execute the Agreement which attached to this Resolution as Exhibit 1.

Section 3. Village staff and Village Attorney are authorized and directed to undertake any and all other tasks necessary, or in furtherance of, the Agreement.

Section 4. This resolution shall become effective immediately upon its adoption.

ADOPTED this 14th day of June, 2021

AYES:

NAYS:

ABSTAIN:

ABSENT:

David Pileski, Mayor

ATTEST:

Patricia Burns, Village Clerk

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF ROSELLE AND ROSELLE SCHOOL DISTRICT 12
FOR THE USE OF THE ROSELLE VILLAGE HALL COUNCIL CHAMBERS**

This Intergovernmental Agreement (“Agreement”) made and entered into as of this XXth day of May, 2021 (“Effective Date”), by and between the **VILLAGE OF ROSELLE**, an Illinois non-home rule municipal corporation (“Village”) and the **ROSELLE SCHOOL DISTRICT 12**, an Illinois public school district (“School”). From time to time, this Agreement may refer to the Village and School individually as a “Party,” or together as “Parties”.

RECITALS

WHEREAS, this Agreement is authorized and entered into in accordance with applicable State laws, including Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*), the Illinois School Code (105 ILCS 5/1, *et seq.*), and the Illinois Municipal Code (65 ILCS 5/1, *et seq.*); and

WHEREAS, the Village owns, operates, controls, and manages the building commonly known as the Roselle Village Hall, which contains Council Chambers at 31 S. Prospect Street in Roselle, Illinois; and

WHEREAS, the School has requested use of the Council Chambers to host School Board meetings; and

WHEREAS, as the Village wishes to cooperate with the School by making the Council Chambers and adjoining Conference Room available for one School Board meeting on the third Tuesday each month; and

WHEREAS, in exchange for the use of the Village Hall including the Council Chambers, Conference Room, and related meeting audio and visual equipment, the School agrees to pay a rental fee; and

WHEREAS, the Village and School find that sharing resources is in the best interest of the Roselle community and have reviewed the terms and conditions set forth in this Agreement and finds them reasonable and appropriate.

NOW, THEREFORE, in consideration of the mutual promises contained herein and of their good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The recitals above are incorporated into this Agreement and made a part hereof, as representing the intent of the Parties and where

applicable as substantive provisions, and all covenants, terms, conditions and provisions hereinafter contained shall be interpreted and construed in accordance therewith.

2. **Use of Council Chambers.** Upon execution of this Agreement, the School shall provide the Village Administrator a written schedule of the School Board meetings for 2021-2022. Thereafter, the School shall provide the Village Administrator with a written schedule of School meetings on or before May 31 for the upcoming school year. All meetings shall take place in the Council Chambers and shall consist of no more than one meeting per month on Tuesday's after the Village Hall has closed for municipal business. Requests for use of the Council Chambers for additional meeting(s) shall be made to the Village Administrator and shall be subject to availability as determined by the Village Administrator in his sole discretion.

3. **Facility Rental Use Fee.** The School agrees to pay a fee to the Village of \$100 per meeting, which will be invoiced by the Village on a quarterly basis. The School shall pay the invoice within 30 days of the invoice date.

4. **Room Set-Up, Equipment and Clean Up.** School shall clean up the Council Chambers and adjoining Conference Room and return them to the condition in which they were found each time it uses the Council Chambers and adjoining Conference Room. The Village will train the School representative(s) on how to use the audio and visual equipment in the Council Chambers and the School shall be solely responsible for its proper use during its meetings and upon restoration and storage of the equipment after its meeting is complete. School representatives shall follow the appropriate building and room closing procedures required by the Village Administrator.

5. **Special Cleaning or Repairs Fee.** The Village may assess a fee for any special cleaning or repairs made necessary as a result of the School's use of the Council Chambers and the audio and visual equipment. The amount of the fee would not exceed the actual costs incurred by the Village for special cleaning and/or repairing/replacing property.

6. **Notice of Meetings.** The School shall be solely responsible for proper posting of agendas and notices related to School meetings. The School is allowed to use the name and address of the Village Hall to notify the public about the date and time of meetings. The Village shall allow the School to display required notices at the Village Hall. The display location(s) shall be approved by the Village Administrator.

7. **Termination of Agreement.** This Agreement shall be in effect for a term of one (1) year from the Effective Date, unless terminated earlier. Either Party can terminate this agreement with at least 30 days written notice. The School shall pay the Village any fees incurred as of the effective date of termination. The term of this Agreement may be extended by mutual agreement between the Parties.

8. **Accommodations and Security.** The School acknowledges responsibility for making public accommodation under the Americans with Disabilities Act (ADA) and

is therefore responsible for providing auxiliary aids and services in compliance with the ADA. The Village assumes no responsibility for security during meetings unless otherwise requested by the School and approved by the Roselle Chief of Police in his sole discretion in advance. All costs associated with ADA accommodations and additional security for School Board meetings shall be the responsibility of the School District.

9. **Delivery.** Notice or other writings which either Party is required to, or may wish to, serve upon the other Party in connection with this Agreement shall be in writing and shall be delivered personally or by email to:

(A) If to the Village:

Jason Bielawski, Acting Village Administrator
Village of Roselle
31 S Prospect Street
Roselle, Illinois 60172
jbielawski@roselle.il.us

(B) If to the School:

Dr. Mary Henderson, Superintendent
Roselle School District 12
100 E Walnut St
Roselle, Illinois 60172
mhenderson@sd12.org

10. **Insurance, Hold Harmless, and Indemnification.** The School shall defend, hold harmless and indemnify the Village, its officers, agents, employees and elected officials, from any loss, damage, demand, liability, cause of action, fine, judgment or settlement, together with all costs and expenses related thereto (including reasonable expert witness and attorney fees), that may be incurred as a result of bodily injury, sickness, death or property damage or as a result of any other claim or suit of any nature whatsoever arising from or in any manner connected with, the use of the Village Hall and Council Chambers by the School District. The obligation on the part of the School to defend, hold harmless and indemnify the Village shall survive the expiration or termination of this contract. The School shall maintain liability insurance coverage from the commencement of the term of this Agreement until its termination, in an amount acceptable to the Village, and shall provide the Village with a certificate of insurance describing such insurance coverage within thirty (30) days after the commencement of the term of this Agreement, and shall update same, as necessary thereafter, during the term of this Agreement. Such insurance coverage shall name the Village, its elected officials, officers, agents and employees as additional insureds, and shall provide that the insurance coverage provided by the School shall be primary to any insurance coverage of the Village. Failure of the School to provide such insurance certificate, within ten (10) business days after notice from the Village of the School's failure to provide a current certificate of insurance, shall terminate this Agreement without further action by either Party.

11. **Miscellaneous.** The descriptive headings of the various sections or parts of this Agreement are for convenience only. They shall not affect the meaning or construction or be used in the interpretation of this Agreement or any of its provisions.

A. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois and the Parties agree to submit to the jurisdiction of the courts of Illinois any dispute regarding this Agreement. The exclusive venue for such purposes shall be the Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois.

B. The Parties have had the opportunity to freely negotiate and cooperate in the drafting and preparation of this Agreement, and in any interpretation or construction of this Agreement or any word, clause or provision herein, the same shall not be construed against any Party on the basis that the Party was the drafter.

C. If any clause, phrase, provision or portion of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement, nor any other clause, phrase, provision or portion thereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

D. This Agreement supersedes all prior agreements and understandings, both written and oral, of the Parties with respect to the subject matter hereof. This Agreement may be modified or amended only with the express written approval of both Parties dated subsequent to the date of this Agreement.

E. This Agreement is not and shall not be binding upon either Party unless and until executed by both Parties. The Agreement may be executed in counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

F. This Agreement may not be assigned or transferred in any manner without the express written consent of both parties.

G. Subject to the provisions regarding assignment, this Agreement shall be binding upon, and inure to the benefit of the successors-in-interest of the Parties.

H. Nothing contained in this Agreement is intended to create, or shall be construed as creating, a partnership, joint venture or any similar relationship between the Parties.

12. **Entire Agreement.** This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them regarding the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

VILLAGE OF ROSELLE

ROSELLE SCHOOL DISTRICT 12

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____