

Attachment C – 09/04/18
INTERGOVERNMENTAL AGREEMENT FOR USE OF FACILITIES
DURING A COMMUNITY EMERGENCY

Background: Fire Chief Valentino is in the process of working with local schools, government agencies, and the Library to put in place an agreement for each agency to assist the community in the event of an emergency. Staff will give a summary of the agreement at the Board Meeting and will recommend that the Library enter into this agreement with the City.

This Agreement is entered into this _____ day of _____, 2018 by the City of Rolling Meadows, Illinois (hereinafter referred to as the “City”), and the Rolling Meadows Library (hereinafter referred to as the “Library”).

GENERAL CONDITIONS

1. The Library agrees, upon request by the City, to allow the City to use the Library’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 Library’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 Library and its core functions.
3. The City agrees that its ability to utilize the Library’s facilities may be limited due to the Library’s responsibilities to its patrons, employees, and status of the facilities. The Library shall maintain and does not relinquish its right to restrict and/or minimize the City’s use of the Library’s facilities in order to minimize disruption of their core functions during the time the Village is utilizing the Library’s facilities for emergency purposes.
4. The City shall exercise reasonable care in its use of the Library’s facilities throughout the emergency incident and shall pursue reimbursement for the Library for any supplies that may have been used by the displaced residents as a result of its use of the Library’s facilities during the emergency incident. Both parties agree that the general use of the Library’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.

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5. Both the City and Library shall each designate a single point of contact, whenever the Library'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 Library's facilities are terminated following the emergency incident, both parties shall have twenty-four (24) hour communication access to each other.
6. The Library 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 Library'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. Both parties agree to waive all claims against the other party for compensation for any loss, damage, personal injury or death occurring as a result of performance in conjunction with this agreement. 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.
9. 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 Library 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 _____ day of _____, 2018 and shall continue in full force until terminated, in writing, by either party.

Rolling Meadows Library

City of Rolling Meadows

President

City Mayor

Executive Director

City Manager