

**RESOLUTION
R 14 08**

**RESOLUTION ADOPTING TEMPORARY
SHELTERING AGREEMENTS IN THE EVENT OF AN EMERGENCY**

WHEREAS, the Corporate Authorities of the Village of Lombard have received Agreements between the Village of Lombard and School Districts 44 and 87; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such Agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said Agreements as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.


Adopted this 9th day of August, 2007.

Ayes: Trustees Gron, Tross, O'Brien, Moreau, Fitzpatrick

Nays: None

Absent: Trustee Soderstrom

Approved this 9th day of August , 2007.



William J. Mueller
Village President

ATTEST:

Brigitte O'Brien
Village Clerk

APPROVAL AS TO FORM:

Thomas P. Bayer
Village Attorney

STATEMENT OF AGREEMENT FOR THE USE OF FACILITIES AS A DISASTER RELIEF CENTER / SHELTER

This agreement is made and entered into between the Board of Education of Glenbard Township High School District No. 87 (the "School District") and the Village of Lombard, through the Office of Homeland Security and Emergency Management, hereinafter called "the Village", to authorize the use of the facility(s) described below to assist in the provision of emergency and mass care services to victims of an emergency or disaster.

Pursuant to the terms of various federal and state statutes, rules, and policies, DuPage County provides mass care services to victims of emergency or disaster. Mass care services are defined as the provision of:

- Temporary Shelter
- Emergency Feeding
- Emergency First Aid
- Dispensing of Prophylactic Drugs
- Emergency Welfare Inquiry
- Bulk Distribution of Emergency Relief Items

The Village, through various operating departments, and at the Village's sole expense, provides these services following a request by the Village President or following the declaration of a State of Emergency or Disaster by the County Board Chairman.

RECITALS

The School District agrees to make the facilities of Glenbard East High School located at 1014 South Main Street in Lombard (the "School") available to the Village, in accordance with the following provisions.

1. The School District agrees that, upon notice from the Village, the School District Superintendent's consent, and after meeting its responsibilities to pupils and employees including without limitation the uninterrupted delivery of educational services to students, the School District will voluntarily permit the Village to use the School to the reasonable extent possible, as appropriate and in accordance with county, state, and federal guidelines, without compensation, as a disaster relief center / shelter for the victims of an emergency or disaster.

2. The Village agrees that it will exercise reasonable care in the conduct of its activities in the School and further agrees to replace or reimburse the School District for any foods or supplies that may be used by the Village in the conduct of its relief activities in the School and

for any damage caused to the School as a result of its use as a disaster relief center / shelter under this agreement.

RELEASE OF LIABILITY

Section 21 of the Illinois Emergency Management Agency Act provides liability coverage regarding the use of this facility as a Disaster Relief Center / Shelter, as provided below:

(a) Any person owning or controlling real estate or other premises who voluntarily and without compensation grants a license or privilege, or otherwise permits the designation or use of the whole or any parts of such real estate or premises for the purpose of sheltering persons during an actual or impending disaster, or a exercise together with his or her successors in interest, if any, shall not be civilly liable for negligently causing the death of, or injury to, any person on or about such real estate or premises under such license, privilege or other permission, or for negligently causing loss of, or damage to, the property of such person.

(b) Any private person, firm or corporation and employees and agents of such person, firm or corporation in the performance of a contract with, and under the direction of, the State, or any political subdivision of the State under the provisions of this Act shall not be civilly liable for causing the death of or injury to, any person or damage to any property except in the event of willful misconduct.

(c) Any private person, firm or corporation, and any employee or agent of such person, firm or corporation, who renders assistance or advice at the request of the State, or any political subdivision of the State under this Act during an actual or impending disaster, shall not be civilly liable for causing the death of, or injury to any person or damage to any property except in the event of willful misconduct.

The immunities provided in this subsection shall not apply to any private person, firms or corporation, or to any employee or agent of such person, firm or corporation whose act or omission caused in whole or part such actual or impending disaster and who would otherwise be liable therefore.

(Source: 20 ILCS 3305 / 21)

3. The Village agrees to defend, hold harmless, and indemnify the School District against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost, and expense, including without limitation, reasonable attorneys' fees and litigation costs, incurred by the School District for injuries to persons or for damage, destruction or theft of property arising out of any activity hereunder or any act or omission of the Village or its employees, agents, or volunteers in connection with this Agreement. As used in this paragraph, "School District" shall include the School District, its Board of Education, and its members, employees, volunteers and agents, in their individual and official capacities.

4. The Village shall provide staff and security in sufficient numbers to conduct and supervise the School and disaster relief activities. The Village shall provide medication, supplies and equipment used in the administration of prophylaxis, if any, and shall administer and be responsible for the administration of all health and medical activities in the School. The Village shall provide for the proper storage of all medical materials and hazardous wastes and for the proper removal of such materials and wastes from the School.
5. This Agreement may be amended only by written agreement of the parties. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

CERTIFICATIONS

In witness thereof, both the School District and the Village have caused this agreement to be executed. This agreement shall become effective and operational upon the fixing of the last signature hereto.

For Village of Lombard


(Name & Signature)

Date: August 14, 2007

**For Board of Education of
Glenbard Township High School
District 87:**


(Name & Signature)

Date: July 9, 2007

STATEMENT OF AGREEMENT FOR THE USE OF FACILITIES AS A DISASTER RELIEF CENTER / SHELTER

This agreement is made and entered into between the Board of Education of School District No. 44 (the "School District") and the Village of Lombard, through the Office of Homeland Security and Emergency Management, hereinafter called "the Village", to authorize the use of the facility(s) described below to assist in the provision of emergency and mass care services to victims of an emergency or disaster.

Pursuant to the terms of various federal and state statutes, rules, and policies, DuPage County provides mass care services to victims of emergency or disaster. Mass care services are defined as the provision of:

Temporary Shelter
Emergency Feeding
Emergency First Aid
Dispensing of Prophylactic Drugs
Emergency Welfare Inquiry
Bulk Distribution of Emergency Relief Items

The Village, through various operating departments, and at the Village's sole expense, provides these services following a request by the Village President or following the declaration of a State of Emergency or Disaster by the County Board Chairman.

RECITALS

The School District, agrees to make the facilities of Glenn Westlake Middle School located at 1514 South Main Street in Lombard (the "School") available to the Village, in accordance with the following provisions.

1. The School District agrees that, after meeting its responsibilities to pupils, and employees, it will allow the Village to use the School, based on county, state, and federal guidelines, as a disaster relief center / shelter and will voluntarily permit to the extent possible, without compensation, and upon request of the Village, the use of the School as a disaster relief center / shelter for the victims of an emergency or disaster.

2. The Village agrees that it will exercise reasonable care in the conduct of its activities in the School and further agrees to replace or reimburse the School District for any foods or supplies that may be used by the Village in the conduct of its relief activities in said disaster relief center / shelter.

RELEASE OF LIABILITY

Section 21 of the Illinois Emergency management Agency Act provides liability coverage regarding the use of this facility as a Disaster Relief Center / Shelter, as provided below:

(a) Any person owning or controlling real estate or other premises who voluntarily and without compensation grants a license or privilege, or otherwise permits the designation or use of the whole or any parts of such real estate or premises for the purpose of sheltering persons during an actual or impending disaster, or a exercise together with his or her successors in interest, if any, shall not be civilly liable for negligently causing the death of, or injury to, any person on or about such real estate or premises under such license, privilege or other permission, or for negligently causing loss of, or damage to, the property of such person.

(b) Any private person, firm or corporation and employees and agents of such person, firm or corporation in the performance of a contract with, and under the direction of, the State, or any political subdivision of the State under the provisions of this Act shall not be civilly liable for causing the death of or injury to, any person or damage to any property except in the event of willful misconduct.

(c) Any private person, firm or corporation, and any employee or agent of such person, firm or corporation, who renders assistance or advice at the request of the State, or any political subdivision of the State under this Act during an actual or impending disaster, shall not be civilly liable for causing the death of, or injury to any person or damage to any property except in the event of willful misconduct.

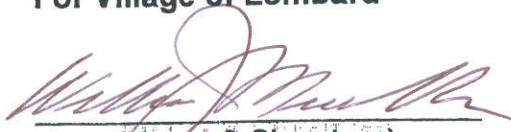
The immunities provided in this subsection shall not apply to any private person, firms or corporation, or to any employee or agent of such person, firm or corporation whose act or omission caused in whole or part such actual or impending disaster and who would otherwise be liable therefore.

(Source: 20 ILCS 3305 / 21)

CERTIFICATIONS

In witness thereof, both the School District and the Village have caused this agreement to be executed. This agreement shall become effective and operational upon the fixing of the last signature hereto.

For Village of Lombard


(Name & Signature)

Date: August 14, 2007

**For Board of Education
of School District 44:**


(Name & Signature)

Date: 8/2/07