

RESOLUTION NO. R- _____-20

**A RESOLUTION AUTHORIZING AND RATIFYING APPROVAL
OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF FOREST PARK AND SCHOOL DISTRICT 91 FOR REMOTE
LEARNING BY DISTRICT 91 STUDENTS AT MOHR COMMUNITY CENTER**

WHEREAS, the Board of Education of Forest Park School District 91, Cook County, Illinois (“District 91”) is a public school district organized and operating pursuant to the *Illinois School Code*, 105 ILCS 5/1-1, *et seq.*; and

WHEREAS, the Village of Forest Park (“Village”) is incorporated and operating under the commission form of government pursuant to 65 ILCS 5/1-1-1, *et seq.*; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes units of local government, such as the Parties, to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, Section 5 of Illinois’ *Intergovernmental Cooperation Act*, 5 ILCS 220/5, provides that one or more units of local government may contract to perform any governmental service, activity or undertaking which any unit of local government entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each governmental unit to the contract; and

WHEREAS, District 91 and the Village desire to work together for the Village to provide space at the Mohr Community Center and to provide supervision of District 91 students to provide remote learning, which has been necessitated by the ongoing COVID-19 pandemic for the beginning of the 2020-2021 school year.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Forest Park, Cook County, Illinois, as follows:

Section 1. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2. That certain “Intergovernmental Agreement Between the Board of Education of Forest Park School District 91 and the Village of Forest Park” (“Agreement”), a copy of which is attached hereto as Exhibit “A,” is hereby approved.

Section 3. The corporate authorities of the Village authorize and approve the Mayor to execute the Agreement, on behalf of the Village, his prior execution thereof ratified to constitute conclusive evidence of the approval of same.

Section 4. The officers and employees of the Village shall take all action necessary or reasonably required by the parties to carry out, give effect to and consummate the transactions contemplated hereby under the Agreement and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any documents required to be delivered in connection with the Agreement.

Section 5. This Resolution shall be in full force and effect from and after its passage in the manner provided by law.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 13th day of October, 2020.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 13th day of October, 2020.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
And published in pamphlet form
This _____ day of October, 2020.

Vanessa Moritz, Village Clerk

EXHIBIT "A"

INTERGOVERNMENTAL AGREEMENT

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF FOREST PARK SCHOOL DISTRICT 91
AND THE VILLAGE OF FOREST PARK**

This Agreement is between the Board of Education of Forest Park School District 91, Cook County, Illinois (“District 91”), and the Village of Forest Park, Cook County, Illinois (“Village”) (collectively referred to as the “Parties”), and is made on the last date set forth below.

WHEREAS, District 91 is a public school district organized and operating pursuant to the *Illinois School Code*, 105 ILCS 5/1-1, *et seq.*;

WHEREAS, the Village is incorporated and operating under the commission form of government pursuant to the *Illinois Municipal Code*, 65 ILCS 5/1-1-1, *et seq.*;

WHEREAS, the Parties wish to work together to provide and ensure supervision of District 91 students during remote learning, which has been necessitated by the ongoing COVID-19 pandemic to at least begin the 2020-2021 school year;

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes units of local government, such as the Parties, to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, Section 5 of Illinois’ *Intergovernmental Cooperation Act*, 5 ILCS 220/5, provides that one or more units of local government may contract to perform any governmental service, activity or undertaking which any unit of local government entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each governmental unit to the contract.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Term** – This Agreement shall take effect on _____, 2020 and extend through October 30, 2020. In the event District 91’s remote learning period extends beyond October 30, 2020, upon notice to the Village, District 91 may request to extend this Agreement for a period of time to match the duration of District 91’s remote learning period, upon agreement by the Village. In no event, however, shall this Agreement extend beyond the date that District 91 returns to traditional in-person instruction for its students.

2. **Village Duties and Obligations** – During the term of this Agreement and any extension thereof, the Village shall:

- (A) Between 7:45 a.m. and 3:15 p.m., on all District 91 student attendance days: (i) provide designated space at its Howard Mohr Community Center and/or any other available and adequately-sized space on its premises (or some combination thereof), in the Village’s sole and absolute discretion, to enable District 91 students to safely (*i.e.* in accordance with all applicable social distancing

guidelines) participate in District 91's remote learning program; and (ii) provide reasonable supervision of such District 91 students while on the Village's premises;

- (B) Oversee, facilitate and in all ways be responsible for any required Village registration and/or identification process, so as to permit District 91 students' access to the Village's premises in accordance with paragraph (A) above;
- (C) Conduct all required daily temperature checks of District 91 students prior to their entry into any Village facility or location, in all reasonable ways and consistent with current State and County health guidelines, for determining whether a student may remain on its premises due to a COVID-19-related health concern;
- (D) Notify District 91 of any behavioral incident or issue involving such student and occurring on the Village's premises; and
- (E) Conduct all daily and/or nightly cleanings of the spaces where the supervision of District 91 students' remote learning takes place.

3. District 91 Duties and Obligations – During the term of this Agreement and any extension thereof, District 91 shall:

- (A) Pay to the Village One Hundred & Sixty-Five Dollars (\$165.00) per District 91 student for each school week, or part thereof (excluding winter break and spring break), on which the aforementioned supervision services are provided by the Village;
- (B) Provide a sufficient number of student desks and chairs (which shall at all times remain the property of District 91), so as to enable District 91 students to safely (*i.e.* in accordance with all applicable social distancing guidelines) participate in District 91's remote learning program while on the Village's premises;
- (C) Provide and deliver a daily breakfast, lunch and snack to each District 91 student who participates in District 91's remote learning program while on the Village's premises;
- (D) Provide all instructional content, curriculum, materials and technology (both hardware and software) necessary to facilitate District 91's remote learning program; and
- (E) District 91 agrees to either supply directly or reimburse the Village monthly for expenses incurred for any and all items or services, such as PPE or technology upgrades required by the Village to provide, operate and maintain the premises for remote learning and to perform the Village obligations under this Agreement.

4. Indemnification – The Parties to this Agreement shall protect, defend, indemnify and hold harmless each other, their Board and/or Council members/commissioners, officers and employees, from and against any and all claims, actions, damages, liability and expenses, including attorney's fees, for injuries to persons or damage or destruction of property to the extent proximately caused by the negligent, willful or other wrongful acts or omissions of the indemnifying party or its employees, contractors or agents.

5. Termination – Either Party may terminate this Agreement with or without cause at any time upon seven (7) days' written notice to the other Party. Said written notice may be delivered by either regular U.S. mail, overnight courier or email, and shall be addressed to either District 91's Superintendent or the Village Administrator, as appropriate.

6. Criminal History Records Check – The Village shall use its best efforts to ensure, certify and report to District 91 that all Village employees, agents and/or contractors providing the aforementioned supervision services and/or having direct, daily contact with District 91 students pursuant to this Agreement meet and satisfy all of the criminal history records check and database search requirements, as provided in Section 10-21.9 of the *Illinois School Code*, 105 ILCS 5/10-21.9.

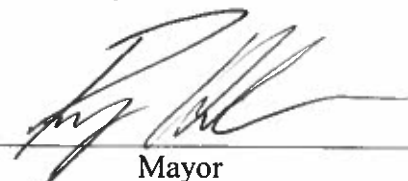
7. Effect of Agreement – This Agreement contains all of the terms agreed upon by the Parties with respect to the Village's supervision of District 91 students during remote learning, and supersedes all prior intergovernmental agreements, arrangements, memoranda of understanding and communications between the Parties concerning such subject matter, whether oral or written. This Agreement is not assignable by either party without the written consent of the other. This Agreement shall be binding upon and inure to the benefit of District 91, its successors and assigns, if any, and shall be binding upon and inure to the benefit of the Village, its successors and assigns, if any. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it shall be deemed removed herefrom, and the remainder of this Agreement shall continue to have its intended full force and effect.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year below written.

**BOARD OF EDUCATION OF
FOREST PARK SCHOOL
DISTRICT 91, Cook County, Illinois**

**VILLAGE OF FOREST PARK,
Cook County, Illinois**

By: _____
President

By:  _____
Mayor

Attest: _____
Secretary

Attest: _____
Village Clerk

Date: _____

Date: _____