RESOLUTION 2015-098 PASSED: AUGUST 10, 2015

AUTHORIZING A DEKALB FIRE STATION CLASSROOM FACILITIES AGREEMENT WITH THE KISHWAUKEE EDUCATION CONSORTIUM FOR THE 2015-2016 SCHOOL YEAR.

BE IT RESOLVED BY THE CITY COUNCIL of the City of DeKalb, Illinois as follows:

Section 1. That the Mayor of the City of DeKalb be authorized and directed to execute a DeKalb Fire Station Classroom Facilities Agreement with the Kishwaukee Education Consortium for the 2015-2016 school year, a copy of which is attached hereto and made a part hereof as Exhibit "A," subject to such changes as shall be acceptable to the Mayor on the advice of the City Manager.

Section 2. That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor's signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a regular meeting thereof held on the 10th day of August, 2015 and approved by me as Mayor on the same day. Passed by Omnibus roll call vote of 7-0-1 on the Consent Agenda. Aye: Jacobson, Finucane, Marquardt, Snow, Noreiko, Baker, Rey. Nay: None. Absent: O'Leary.

ATTEST:

JENNIFER JEEF JOHNSON, City Clerk

JOHN A. REY, Mayor
DeKalb Fire Station Classroom Facilities Use Agreement

This Facilities Use Agreement is entered into as of the 10th day of August, 2015, by and between the City of DeKalb ("City") and the Kishwaukee Education Consortium ("KEC").

The City operates a full-service Fire Department, with its primary fire station being located at 700 Pine Street, DeKalb, Illinois 60115 ("the Fire Station"), and within such station, has certain classroom facilities ("the Facilities") which KEC is desirous of using. Under the terms of this Agreement, KEC shall be authorized to use the classroom facilities on a schedule acceptable to the Fire Chief, in exchange for the consideration included herein.

1. Scheduling: KEC shall be responsible for scheduling its use of the Facilities. A previously approved schedule shall be required for all activities, and shall be submitted to and approved by the City prior to being publicly publicized or distributed. Such proposed schedule shall be subject to approval by the Fire Chief, in the Chief's sole and absolute discretion. No use of the Facilities shall be permitted where it interferes with the City's public safety operations. The City reserves the right to suspend or cancel scheduled activities by KEC in the event that the City requires use of the Facilities for City operations.

2. Supplies: KEC shall be responsible for providing all of its own supplies, materials, consumables and related items. The City may, but shall not be obligated to, loan fire-related tools and supplies to KEC for temporary use during a classroom session. In the event that the City so agrees, KEC shall be responsible for the safe and lawful use of such equipment, and shall return the same to the City in the condition that it was received. KEC shall be responsible for the City's cost of repairing or replacing any equipment that is damaged by KEC or its invitees. KEC shall also provide its own secure facilities for all of its equipment, and the City shall not be responsible for the safety or integrity of such storage.

3. Funding, Training and Safety: KEC shall be responsible for all costs associated with the operation of its programs. The City may, but shall not be obligated to, provide an orientation course for KEC attendees and their parents/guardians. KEC shall be solely responsible for providing all other training, curriculum and education, and shall be solely responsible for implementing and adhering to a safety program that reasonably protects participants from injury. KEC shall also implement a program that ensures that KEC participants and invitees comply with all applicable laws and requirements applicable to activities within the Fire Station, including but not limited to patient privacy laws such as HIPAA. KEC shall also comply with all requirements applicable to its training activities by virtue of law or the regulations of the Office of the State Fire Marshall or Illinois State Board of Education.

4. Use of SCBA Trailer: In exchange for its use of the Facilities and the City's agreement to perform the obligations outlined herein, KEC shall provide the City with use of its SCBA training trailer upon request, at no cost to the City.

5. Compliance with Laws: KEC shall be responsible for identifying all applicable rules, laws and regulations applicable to its operation, and for complying with the same at its sole expense. KEC shall not make any improvements or alterations to the Facility, and shall be responsible for any costs incurred by the City in repairing any damage caused by or as a consequence of the activities of KEC or its invitees. KEC shall comply with the American with Disabilities Act and shall not engage in any unlawful or discriminatory conduct of any form.
6. **Insurance and Indemnification:** KEC shall indemnify, defend and hold harmless the City for any and all claims of any kind, whether based on intentional or negligent conduct, personal injury or property damage, death or dismemberment, violation of laws or any other claim whatsoever arising out of or relating to KEC's use of the Facilities, to the fullest extent of the law. Additionally, KEC shall provide the City with a policy of comprehensive general liability and premises liability insurance with minimum coverage limits of $1,000,000 per person/per occurrence and $3,000,000 general aggregate insurance coverage, from an insurer licensed to do business in the State of Illinois, naming the City of DeKalb as additional primary insured without right of subrogation, and shall provide a certificate of insurance evidencing such coverage prior to initiating any operations on the Facilities. The failure of the City to require a certificate shall not waive this requirement. KEC shall require each participant in its activities to complete a liability waiver form in a format acceptable to the Fire Chief.

7. **License:** This Agreement shall be construed as a limited license to utilize a portion of the Facilities for a limited purpose, and shall not under any circumstances be construed as a lease, nor shall it be construed as endowing KEC with any right, interest or claim in the real property comprising the Facilities. This license shall permit only the non-profit use of the Facilities for education purposes.

8. **Termination:** Either party may terminate this License upon not less than thirty (30) days written notice to the other party. In addition, the City reserves the right to terminate this Agreement upon provision of verbal notice, to be followed with written notice as soon as practicable thereafter, in the event that KEC engages in any conduct that presents a substantial breach of this Agreement, causes any damage to the Facilities or presents an unreasonable or unjustified threat of harm or damage to the Facilities or to the public.

9. **Supplemental Terms of License:** KEC acknowledges that this license is very limited in scope, and may be supplemented by verbal direction provided by the Fire Chief or a designee thereof.

10. **Management of KEC's Use:** KEC shall be solely responsible for the management of its operations and for the safe and responsible conduct of the same. The City shall have no obligations to supervise or manage KEC's operations.

Entered into and Agreed as of the date set forth above.

City of DeKalb

Kishwaukee Education Cooperative