

RESOLUTION NO. R2020-46**A RESOLUTION APPROVING A FACILITY USE AGREEMENT  
FOR THE NOVEMBER 3, 2020 GENERAL ELECTION  
BETWEEN THE CITY OF WARRENVILLE AND THE COUNTY OF DUPAGE**

WHEREAS, the City is a home rule municipal corporation pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the City and the County of DuPage ("**County**") are both public agencies under the Intergovernmental Cooperation Act, 5 ILCS 220, and are authorized to exercise their powers and duties in a cooperative manner among themselves as public agencies; and

WHEREAS, the County desires to operate a polling place at City Hall for the General Election on November 3, 2020 ("**Proposed Use**"); and

WHEREAS, the City and the County desire to enter into a Facility Use Agreement ("**Agreement**") to set forth the parties' respective rights and obligations regarding the Proposed Use; and

WHEREAS, the Mayor and the City Council have determined that it is in the best interest of the City and the public to approve the Agreement with the County;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

SECTION 2: Approval of Agreement. The Agreement with the County is hereby approved substantially in the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the City Administrator.

SECTION 3: Execution. The City Administrator is authorized and directed to execute the Agreement on behalf of the City.

SECTION 4: Effective Date. This Resolution shall be in full force and effect following its passage and approval in the manner provided by law.

PASSED THIS \_\_\_\_ day of \_\_\_\_\_, 2020.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

#54353626\_v1

**EXHIBIT A**  
**AGREEMENT**

**DUPAGE COUNTY CLERK ELECTION DIVISION**  
**FACILITY USE AGREEMENT FOR THE NOVEMBER 3, 2020 GENERAL ELECTION**

This Facility Use Agreement for a Polling Location for Election Day voting for the November 3, 2020, General Election (the "Facility Use Agreement") is made this 4<sup>th</sup> day of July 2020 by and between the City of Warrenville City Hall (the "FacilityCity") and the County of DuPage County Clerk Election Division (the "Election DivisionCounty"). The Parties are hereinafter sometimes individually referred to as a "Party" and collectively referred to as "the Parties").

**WITNESS ETH**

**WHEREAS**, the Parties desire to permit the County, by and through the Election Division of the County Clerk's Office ("Election Division") to operate a Polling Place at the City's City Hall ("Facility"), at no cost, during the General Election to be held on November 3, 2020, pursuant to the Election Code, 10ILCS 5/1-1 et seq.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants herein contained, the FacilityCity agrees to provide a Polling Place for the Election Division at the Facility at no cost to the taxpayers of DuPage the County, and for the convenience of the voters, the County, by and through its Election Division, desires to operate said Polling Place. For other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Term:** The term of this Facility Use Agreement shall commence October 31, 2020, at 8:00 a.m. CST and terminate November 5, 2020, at 7:30 pm CST (the "Term"), unless earlier terminated as otherwise provided in this Facility Use Agreement.
2. **Polling Location and Polling Place:**
  - A. The FacilityCity will provide access to the following premises at the Facility: 28W701 Stafford Place, Warrenville, IL (collectively, the "Polling Location") during the Term of this Facility Use Agreement to the Election Division for the purposes of maintaining, and operating a Polling Place and use its best efforts to insure uninterrupted access to said site during the term of this Agreement.
  - B. The Election Division County will not impede the access of by the Polling Location City and or its employees, contractors, or agents to the Polling Location and the Facility, and the City shall use its best efforts to cooperate with the Election Division to avoid disruption of the voting process.
  - C. The Election Division County, at its sole cost and expense, agrees to setup, operate and maintain the Polling Location and to remove all of its equipment from the Polling Location and the Facility upon termination or expiration of this Facility Use Agreement.
  - C.D. The County agrees that its Election Division will set up, operate, maintain, and remove the Polling Location throughout the term of this Facility Use Agreement in compliance with the Election Code and all applicable State of Illinois and federal public health requirements and guidance concerning the COVID-19 pandemic, including without limitation those election-related requirements and guidelines promulgated by the Illinois Department of Public Health pursuant to Section 2B-35 of the Election Code, 10 ILCS 5/2B-35.

3. **Damages, Losses and Theft:** The ~~Election Division County~~ understands and agrees that the ~~Facility City~~ is not responsible for:
- A. any losses or damages of any kind sustained by the ~~Election Division County~~ due to theft or damage of any item in the Polling Location; and
  - B. any losses of any kind or damages of any kind that arise out of the use and operation of the Polling Location.
  - C. any injuries, illness, death or property damage caused by the use or operation of the Polling Location.

~~4.~~ **Indemnification:** ~~The County will, without regard to the availability or unavailability of any insurance, either of the City or the County, indemnify, hold harmless, and defend the City, and its officials, employees, agents, and attorneys (collectively "Indemnified Parties") against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorney fees and administrative expenses, whether arising in contract, statute, tort (including, without limitations, negligence) or otherwise (collectively, "Claims") that are imposed upon or asserted against any Indemnified Party by any third party to the extent arising out of, or to the extent alleged to have arisen out of or in connection with, this Agreement, except to the extent caused by the gross negligence or willful misconduct of the City.~~

~~4.~~

**45. Jurisdiction and Venue:** This Facility Use Agreement and all questions of interpretation, construction, and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The Parties agree that the proper venue for any enforcement hereof shall be in the Circuit Court of DuPage County, Illinois.

**56. Contact Information for the Parties:** All Notices and requests, if any, required pursuant to this Facility Use Agreement shall be sent by certified mail, return receipt requested, by personal service, or by a national overnight/next day delivery courier (e.g., Federal Express) addressed as follows:

If to the ~~Election Division County~~:

Scott MacKay  
Deputy Clerk Election Division  
421 N. County Farm Road  
Wheaton, IL 60187  
[scott.mackay@dupageco.org](mailto:scott.mackay@dupageco.org)

With a copy to:

Patrick K. Bond  
Bond Dickson & Conway  
400 S. Knoll Street, Unit C  
Wheaton, Illinois 60187  
patrickbond@bond-dickson.com

If to the City:

City of Warrenville  
Attn: City Administrator  
3S258 Manning Ave  
Warrenville, IL 60555  
JCoakley@warrenville.il.us

With a copy to:

Elrod Friedman LLP  
Attn: Brooke Lenneman, City Attorney  
325 N. LaSalle St., Ste 450  
Chicago, IL 60654  
Brooke.lenneman@elrodfriedman.com

~~patrickbond@bond-dickson.com~~

Contact to Facility:

Emergency contact to Facility:

Contact Name: \_\_\_\_\_

\_\_\_\_\_

Daytime phone #: \_\_\_\_\_

\_\_\_\_\_

Cell phone #: \_\_\_\_\_

Contact to Facility: \_\_\_\_\_

Emergency contact to Facility: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Daytime Phone #: \_\_\_\_\_

Cell Phone #: \_\_\_\_\_

**IN WITNESS WHEREOF**, each Party to this Facility Use Agreement possesses the authority to, and caused it to, be executed in the County of DuPage, State of Illinois, on the date first above written.

**Election Division** \_\_\_\_\_ **Facility**

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
County of Dupage City of Warrenville

By: \_\_\_\_\_ By: \_\_\_\_\_  
Scott MacKay, Deputy Clerk John Coakley, City Administrator

Polling Place ID 490