

Special Agenda

Date: Thursday, August 4, 2022

Meeting: Special Meeting Agenda as per OMA and 5ILCS120/2c

Time: Or immediately after the Reg. Board Meeting.

Location: District Office
650 Dr. John Burkey Drive
Algonquin, IL 60102

Mission Statement: Our learning community will inspire, challenge and empower all students always.

Board of Education Members: President, Mr. Anthony Quagliano; Vice President, Mr. Kevin Gentry; Secretary, Mr. Paul Troy; Mr. William Geheren; Mrs. Melissa Maiorino; Mrs. Lesli Melendy; Mr. Sean Cratty.

Agenda

All times are approximate. D=Discussion, R=Report, A=Action

1. **Call to Order / Roll Call (A)** (Mr. Quagliano)

Call to Order the Special Meeting for Thursday August 4th at ___ p.m.

A quorum must be met.

Roll Call: Ayes / Absent / Motion ___

Members: Mr. Cratty, Mr. Geheren, Mr. Gentry, Mr. Quagliano, Mrs. Melendy, Mr. Troy, Mrs. Maiorino

2. **Public Comment** As per Policy 2:230, public comment can be made during this portion of the meeting. The members of the public and district employees may comment on or ask questions of the Board, subject to reasonable constraints.

3. **Bus leasing agreement between Huntley Community School District 158 and Genoa Kingston CUSD 424 (A) (Dr. Rowe)** 2

Description: Genoa Kingston 424 is seeking a short term solution to bus shortages with their leasing partner. Huntley 158 is preparing to lease 3 to 5 buses to Genoa Kingston 424 on a short term basis to allow them to transport their students to school at the start of the school year.

Recommendation: District administration recommends the board of education approve the short term lease agreement with Genoa Kingston CUSD 424.

4. **Adjournment (A)** (Mr. Quagliano)

Motion to adjourn the meeting at ___ p.m.

Voice Call: Ayes / Nays / Motion ___

5. **Resume COW Meeting**

Resume COW Meeting

Roll Call: Ayes /Nay /Motion_____

**INTERGOVERNMENTAL AGREEMENT
PROVIDING FOR THE LEASE OF SCHOOL BUSES BY
GENOA KINGSTON COMMUNITY UNIT SCHOOL DISTRICT No. 424 FROM
HUNTLEY COMMUNITY SCHOOL DISTRICT No. 158**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made this 4th day of August 2022 between Huntley Community School District No. 158 (“Lessor”) and Genoa Kingston Community Unit School District No. 424 (“Lessee”).

1. LEASE OF VEHICLES: Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, the school buses and accessories thereon (herein “Vehicles”) on the terms and conditions provided in this Agreement and the schedules attached hereto, or which shall be created later and then attached hereto, (each a “Schedule” and collectively, the “Schedules”). Each Schedule shall set forth a general description of the Bus, the Vehicle Identification Number (VIN#), and the monthly rental rate and shall be a separately enforceable Lease, the terms and conditions of which shall be those set forth herein.

2. COVENANTS: Lessee represents, covenants and warrants that (a) it is an Illinois public school district; (b) it is authorized by all applicable laws to make, and perform under, this Agreement; (c) the Vehicles are necessary for its proper, efficient and economic operation; (d) at the time of making the Agreement, sufficient funds were appropriated to fulfill the Lessee’s obligations of the current fiscal year; (e) it has authority under the Illinois School Code to enter into this Agreement; and (f) it’s Board of Education has taken action in compliance with the Illinois Open Meetings Act to approve this Agreement.

3. TERM: The Agreement term shall commence as of the date that the Vehicles are delivered to Lessee, or Lessee’s Agent (the “Commencement Date”) and shall continue on a month-to-month basis for the remainder of the 2022-2023 school year, unless terminated earlier in writing by either party with fifteen days written notice. In the event of termination, Lessee shall return the Vehicles to the Lessor on or before the termination date in the same or better condition, reasonable wear and tear excepted. Lessor agrees to provide buses on or before August 10, 2022.

4. RENT: The Vehicles subject to this Agreement shall have a monthly rental rate set forth on the Schedules. The monthly rental rate for each vehicle shall be paid in advance monthly. In the case of partial months, the rental rate shall be prorated.

5. RENTAL PAYMENTS UNCONDITIONAL: Lessee has examined and tested the Vehicles covered by this Agreement and Schedules and accepts the same in “as-is” condition. The monthly rental amounts are absolute and unconditional and not subject to any abatement, set-off, defense or counterclaim for any reason whatsoever, regardless of loss, damage, destruction, malfunction, or disrepair of the equipment.

6. DISCLAIMER OF WARRANTIES: LESSOR, NEITHER BEING THE MANUFACTURER, NOR A SUPPLIER, NOR A DEALER IN THE VEHICLES, MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO DESIGN, CONDITION, CAPACITY, PERFORMANCE OR ANY OTHER ASPECT OF THE VEHICLES OR THEIR MATERIAL

OR WORKMANSHIP. LESSOR ALSO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE OR PURPOSE WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE. LESSOR FURTHER DISCLAIMS ANY LIABILITY FOR LOSS, DAMAGE, OR INJURY TO LESSEE OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE VEHICLES WHETHER ARISING FROM THE APPLICATION OF THE LAWS OF STRICT LIABILITY OR OTHERWISE. AS TO LESSOR, LESSEE LEASES THE VEHICLES "As-Is." LESSOR SHALL HAVE NO OBLIGATION TO MAINTAIN, OR SERVICE THE VEHICLES DURING THE LEASE TERM.

7. MAINTENANCE AND RISK OF LOSS: Lessee shall maintain the vehicles in good workman like order including regular inspections, oil changes, routine maintenance including but not limited to tire rotations and changes, battery replacement as needed and regular washing and interior cleaning. In addition to regular maintenance, Lessee shall be responsible for non-routine maintenance for any necessary mechanical repairs not occasioned by misuse or accident up to \$2500 for each occurrence. For mechanical failures in excess of \$2500, the parties shall split the cost of repair over \$2500 on a 50/50 basis. For all other repairs, Lessee shall, at its sole expense, maintain the Vehicles in good operating condition and repair.

Except as set forth in the above paragraph, LESSEE shall bear all risks of loss of and damages to Vehicles from any cause. The occurrence of such loss or damage shall not relieve LESSEE of any obligation hereunder. In the event of loss or damage, LESSEE, at its option, shall (a) repair the damaged Vehicle to good working condition that meets or exceeds the condition of the Vehicle when first received by Lessee, normal wear and tear excepted; or (b) replace the lost or damaged Vehicles with like Vehicles in good repair, condition and working order which are of the same age or newer and have the same or less mileage.

8. INSURANCE: Lessee will purchase and maintain in force during the term of this Agreement, insurance policies in at least the amounts listed below covering the Vehicles during the Lease Term until the Vehicles are returned to Lessor. Said insurance shall be written by an insurance company or companies acceptable to Lessor, insuring Lessee against any loss, damage, claims, suits, actions, or liability, and by endorsement naming Lessor an additional named Insured and loss Payee. Such endorsement or endorsements shall provide in each case that said insurance company or companies shall give to Lessor at lease thirty (30) days' notice in writing of proposed cancellation, modification, or alteration of any said insurance.

<u>Type</u>	<u>Amount</u>
Public Liability and Property Damage (Comprehensive)	\$1,000,000 Combined Single Limit (per occurrence) (\$5,000,000) for multi-passenger or I.C.C. Regulated Vehicles)
Collision, Fire and Theft (ALL RISK)	Not less than replaced value.

The above insurance shall also include the following, in amounts not less than the applicable minimum legal requirements: (a) uninsured/underinsured motorist coverage, and (b) no fault protection. Lessee shall in addition provide general liability insurance covering Lessee's indemnification responsibilities hereunder. Prior to the date that any Vehicle is placed in service by Lessee, Lessee shall furnish Lessor with a certificate of insurance or other evidence thereof acceptable to Lessor. Policies covering the aforementioned fire, theft and collision insurance shall bear endorsements to the effect that proceeds thereof shall be payable to Lessor and/or Lessee as their interests may appear. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to receive payment of and endorse all checks and other documents and to take any other action necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor in adjusting or collecting insurance shall be borne by Lessee. In the event a Vehicle is involved in any material accident, Lessee shall immediately notify Lessor and provide (a) a detailed report describing the accident, (b) copies of all reports provided to an insurance carrier or governmental agency, and (c) copies of any legal papers relating to the accident.

9. LESSEE'S OPERATION OF VEHICLES: Lessee shall use the Vehicles only in the state of registration and only in the conduct of its traditional educational operations. Lessee shall operate its Vehicles in a safe and lawful manner, and shall comply with all federal, state, county and municipal statutes, ordinances and regulations which may be applicable to the leasing, use or operation of the Vehicles. In addition, Lessee shall be solely responsible for any fines or penalties assessed for violations of any statute, ordinance, by law or regulation of any duly constituted governmental authority, as a result of the use or operation of the Vehicles by any of Lessee's employees, agents, or subcontractors, and indemnify Lessor against any costs, fines or charges Lessor is required to pay. Lessee agrees to operate only those Vehicles which have adequate insurance coverage and to comply with all conditions of insurance related to the Vehicles, to maintain the Vehicles and all accessories and equipment thereof in safe and good mechanical condition and running order at all times during the term of this Agreement and to furnish all supplies, accessories, and other essentials required for the use or operation of the Vehicles. In no event will the Vehicles be used to transport any hazardous substances.

10. NON-ASSIGNABILITY BY LESSEE: Lessee shall not assign, sub-lease, transfer or otherwise encumber its rights in and to this Agreement or the Vehicles without the prior written of the Lessor.

11. ASSIGNMENT BY LESSOR: This Agreement, the Vehicles and any payments by Lessee due or to become due under it, may be assigned or otherwise transferred, either in whole or in part, by Lessor and its assignees, without affecting any obligations of Lessee, and in such even Lessor's transferee or assignee shall have all the rights, powers, privileges and remedies of Lessor hereunder. Any assignee's rights shall be free from all defenses, set-offs or counterclaims which Lessee may be entitled to assert against Lessor. No assignee shall be obligated to perform any duty or condition required to be performed by Lessor under the terms of this Agreement.

12. DEFAULT: In the event of default by Lessee, in the payments of any sums due under this Agreement when due which continues uncured for thirty (30) days, or Lessee's failure to observe or perform any other required provision of this Agreement, Lessor shall have the right to exercise any one or more of the following remedies: (a) to declare all sums due and to become due

hereunder, immediately due and payable, without notice or demand to Lessee; (b) to sue for and recover all payments then accrued or thereafter accruing with respect to the Vehicles; (c) to take possession of the Vehicles without demand or notice wherever it may be located, with or without legal process, and retain it free from any claims of Lessee whatsoever; (d) to terminate this Agreement; or pursue any other remedy at law or in equity. All of the foregoing remedies are cumulative and may be exercised concurrently or separately. Lessee consents to the personal jurisdiction of the courts, and the applicability of the laws, of the State of Illinois with respect to any dispute arising out of the Agreement.

13. FEDERAL, STATE AND LOCAL TAXES: Lessor shall pay the annual registration fee for the Vehicles subject to this Agreement. Any other Federal, State or Local Taxes arising during the term of this Agreement and occasioned by Lessee's use of the Vehicles shall be paid by Lessee.

14. SEVERABILITY: Any term or provision of this Agreement found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of the Agreement.

15. INDEMNIFICATION: The Lessee agrees to indemnify the Lessor and its officers, agents, employees, servicers, successors, and assignees against any and all loss, damages, injury, claims, fees, fines, penalties, and expenses (including legal fees) of every kind that relate to the use, operation, possession, or condition of the Vehicles during the Lease Term.

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16. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties regarding the Vehicles, and there are not representations, warranties, promises, guarantees or agreements, oral or written, expressed or implied, between the parties hereto with respect to the Agreement. No modification or amendment hereof shall be binding upon the Lessor unless made in writing and executed on behalf of Lessor by its duly authorized officer or agent.

AGREED AS OF THE DATE WRITTEN ABOVE

LESSOR:

LESSEE:

Huntley Community School District No. 158

Genoa-Kingston CUSD No. 424

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Titled: _____

Date: _____

Date: _____

SCHEDULE OF VEHICLES

<u>Schedule #</u>	<u>Description</u>	<u>VIN#</u>	<u>Monthly Rental Rate</u>
1	2016, 77 Passenger IC bus	4DRBUC8P4GB724625	\$3000
2	2016, 77 Passenger IC bus	4DRBUC8GB724626	\$3000
3	2016, 77 Passenger IC bus	4DRBUC8PXGB724627	\$3000