

VILLAGE OF BRADLEY

RESOLUTION NO. **R-12-21-1**

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, AND GOVERNORS STATE UNIVERSITY

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 13 DAY OF December, 2021

Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley, Kankakee County, Illinois this 13 day of Dec., 2021.

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A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, AND GOVERNORS STATE UNIVERSITY

WHEREAS, the Corporate Authorities of the Village of Bradley, Kankakee County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, pursuant to Section 2-3-8 of the Illinois Municipal Code (65 ILCS 5/2-3-8), the Corporate Authorities of the Village of Bradley have authority to enter into contracts that serve the Village's legitimate corporate purposes; and

WHEREAS, the Village and Governors State University ("GSU") desire to enter into a Memorandum of Understanding (the "MOU") pertaining to subject material to be provided for master's level courses, a copy of which is attached hereto as Exhibit A and fully incorporated herein, which more fully sets forth the parties responsibilities; and

WHEREAS, the Corporate Authorities of the Village have determined that the terms and provisions of the MOU are reasonable and acceptable to the Village and that entering into the MOU is in the best interests of the Village and its citizens.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1. The President and Board of Trustees hereby find that all of the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

SECTION 2. The Corporate Authorities of the Village hereby find that the terms and provisions of the Memorandum of Understanding, a copy of which is attached hereto as Exhibit A and fully incorporated herein, are fair, reasonable, and acceptable to the Village and declare that said MOU is approved in form and substance. Therefore, the Corporate Authorities of the Village authorize and direct the Village President to execute, and the Village Clerk to attest, the MOU, and further to take any and all actions, including but not limited to the execution of any and all documents necessary to enter into the MOU and thereafter authorizing the Village President and Village Attorney to make any necessary changes to the MOU.

SECTION 3. In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 4. All ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.

SECTION 5. The Village Clerk is hereby directed to publish this Resolution in pamphlet form.

SECTION 6. This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED by the Board of Trustees on a roll call vote on the 13 day of Dec., 2021.

TRUSTEES:

RYAN LEBRAN	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>
BRIAN BILLINGSLEY	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>
DARREN WESTPHAL	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>
BRIAN TIERI	Aye - <u> </u>	Nay - <u> </u>	Absent - <u>X</u>
GRANT D. VANDENHOUT	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>
GENE JORDAN	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>

VILLAGE PRESIDENT:

MICHAEL WATSON Aye - Nay - Absent -

TOTALS: Aye - 5 Nay - 0 Absent - 1

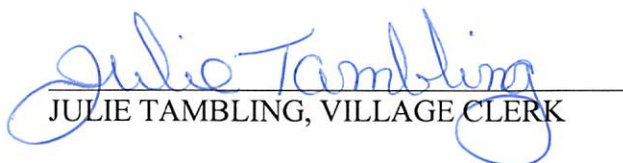
ATTEST:


JULIE TAMBLING, VILLAGE CLERK

APPROVED this 13 day of December, 2021.


MICHAEL WATSON, VILLAGE PRESIDENT

ATTEST:


JULIE TAMBLING, VILLAGE CLERK

STATE OF ILLINOIS)
) §§
COUNTY OF KANKAKEE)

I, Julie Tambling, Village Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number B-12-2H, "A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, AND GOVERNORS STATE UNIVERSITY," which was adopted by the Village Corporate Authorities at a meeting held on the 13 day of Dec, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 13 day of Dec, 2021.



JULIE TAMBLING, VILLAGE CLERK



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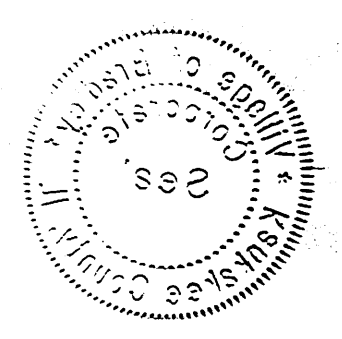


EXHIBIT A

GOVERNORS STATE UNIVERSITY

PADM 8900 Problems in Applied Public Management Capstone Project

Memorandum of Understanding

Governors State University's College of Arts & Sciences ("GSU") partners with government agencies and nonprofit organizations to provide capstone subject material for Master's level students; this Memorandum of Understanding ("MOU") clarifies the roles and responsibilities of GSU and its selected partner organization, the Village of Bradley ("Village"), for those purposes.

SECTION I. Course Information

Course number and title: PADM 8900 Problems in Applied Public Management
Instructor(s): Ermasova/Bruce/Bernadska
Semester/Year: Spring 2022 and Fall 2022
Number of students: 15 (maximum per semester)

SECTION II. Information about Partner Organization/Agency

Organization:

Village of Bradley
147 S. Michigan Ave
Bradley, IL 60915

Contact person's name, telephone, email:

Catherine Romanowski
Village of Bradley
815.936.5100 ex 1106
cromanowski@bradleyil.org

Preferred method and frequency of communication:

Email / Telephone / Zoom

SECTION III. Project Description

Project description:

GSU instructors will partner with the Village to provide capstone subject material for Master's level course PADM 8900 Problems in Applied Public Management. This partnership provides instructors access to valuable real-world experiences in municipal programming and legislation, including but not limited to:

- Studying,
- Conducting research,

- Problem-solving,
- Analyzing data

SECTION IV. Responsibilities

THE PARTNER ORGANIZATION/AGENCY AGREES TO:

- Provide viable Master's Degree level subject material to GSU instructor(s) that is mutually beneficial for the instructor(s) and the Village. However, the Village shall not be required to create or generate any subject materials. Rather, the subject matter material contemplated in this MOU will be associated with Village projects. The Village will have the sole discretion to determine the subject material that is to be provided.
- Provide the GSU instructor(s) with an orientation about project-related information.
- Designate a Village representative that will respond to the instructor(s) within 48 hours after initial contact, and communicate with the instructor(s) as necessary during the semesters indicated in Section I.
- The Village will not work directly with students or have access to students; all work will be coordinated through the GSU instructor(s).
- Complete a project evaluation report using the GSU-provided template.

GOVERNORS STATE UNIVERSITY AGREES TO:

- Treat confidential any materials or information provided by the Village, which are designated as confidential, to the extent it is permitted to do so pursuant to GSU's obligations under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*
- Upon request of the Village, return or destroy any materials provided by the Village, to the extent it is permitted to do so pursuant to GSU's obligations under the Illinois State Records Act 5 ILCS 160/1 *et seq.*
- Allow the Village to use or otherwise incorporate, at its sole discretion, any work product created by the instructors or students at GSU.

SECTION V. No Employment Relationship

Nothing in this MOU is intended to, nor shall it, create an employee relationship between the GSU instructors and the Village. No monetary compensation will be provided by the Village.

SECTION VI. Liability

It is understood and agreed that neither party to this MOU shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law, and that this MOU shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against a third party.

SECTION VII. Duration of Agreement

This MOU shall continue in effect from:

December 1, 2021, through December 31, 2022
To be reevaluated for continuation in December 2022.

SECTION VIII. Confirmation of Agreement

Agency Representative (signature):

_____ Date: _____

Agency Representative (printed):

Agency Representative Title:

University Representative (signature):

_____ Date: _____

University Representative (printed):

University Representative Title:
