

**VILLAGE OF VERNON HILLS  
RESOLUTION 2021-030**

**AN AMENDED INTERGOVERNMENTAL AGREEMENT WITH LAKE COUNTY  
METROPOLITAN ENFORCEMENT GROUP (MEG) FOR THE PURCHASING OF FUEL**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) dated as of September 9, 2021, is between the **VILLAGE OF VERNON HILLS**, Lake County, Illinois (the “Village”), and the **LAKE COUNTY METROPOLITAN ENFORCEMENT GROUP (MEG)** and providing for;

WITNESSETH:

WHEREAS, the Village is the owner of two fuel tanks with the capacity to hold 5,000 gallons diesel fuel and 10,000 gallons of gasoline, all located at the Village’s Public Works Department, 490 Greenleaf Drive, Vernon Hills, Illinois, 60061; and

WHEREAS, the MEG unit has relocated their offices to 1000 Butterfield Road, Vernon Hills, and are now directly across the street from the Village’s Public Works facility; and

WHEREAS, on December 21, 2004, the Village and MEG entered into an Intergovernmental Agreement for the sale of fuel to MEG; and

WHEREAS, the Village and MEG are seeking to update the 2004 IGA.

NOW, THEREFORE, in consideration of the foregoing and the following covenants and agreements, the parties hereto agree:

1. The Village authorizes MEG to fuel police vehicles at the Village’s Public Works Department, 490 Greenleaf Drive, Vernon Hills, Illinois, 60061.
2. MEG will utilize a computer chip-key, which will be furnished by the Village, which must be used to gain access to the fuel pump and calculates the number of gallons of fuel MEG uses per month.
3. Midgrade unleaded gasoline will be available to MEG for its vehicles.
4. MEG will be invoiced each month for the number of gallons it has used at the most recent OPIS (Oil Price Information Sheet) average price, including but not limited to the State of Illinois Motor Fuel Tax, Illinois Underground Storage Tank Tax, and an Environmental Impact Fee. An additional surcharge of \$0.08 per gallon will be added for Village administrative expenses.
5. Term: This Agreement shall be for one (1) year from this date and be renewed for additional one (1) year terms, unless at least 60 days prior to a new term, one of the parties exercises the right to cancel this Agreement. In that case, the Agreement will end on the final day of the current term of the Agreement. The canceling party

should notify the other party in writing at least 60 days prior wishing to cancel the potential new term.

6. Absolute and Irrevocable Conditions: All terms and conditions contained herein are intended to be absolute and irrevocable conditions hereof and are agreed to by the parties. It is hereby intended that no change in law or regulation subsequent to the date hereof shall affect any of the terms or provisions of this Agreement.
7. Assignment: This Agreement is made solely between the parties hereto, and may not be assigned.
8. Severability: In the event a court of competent jurisdiction shall hold any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.
9. Indemnification: MEG shall indemnify, save harmless, and defend the VILLAGE against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorney's fees and administrative expenses, that may arise or be alleged to have arisen, out of or in connection with MEG personnel's use of the Public Works Building or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of MEG, except to the extent caused by the sole negligence of VILLAGE.

IN WITNESS WHEREOF, the Village, by its President and Board of Trustees, has caused this Agreement to be executed by its President and attested by its Village Clerk and the seal of the Village to be hereunto affixed, and the Lake County Metropolitan Enforcement Group has caused this Agreement to be executed by its President and Board of Trustees and attested by the Secretary all as of the day and year first above written.

AYES: 6 – Marquardt, Forster, Oppenheim, Koch, Schenk, Byrne

NAYS: 0 - None

ABSENT AND NOT VOTING: 1 - Takaoka

(SEAL) VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS

ATTEST:

By: K. Ting

Its: Village Clerk



By: Arge By

Its: Village President

(SEAL) LAKE COUNTY METROPOLITAN ENFORCEMENT GROUP

ATTEST:

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By: \_\_\_\_\_  
Its: Authorized Agent