

**VILLAGE OF VERNON HILLS
RESOLUTION 2022-007**

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF VERNON HILLS AND THE COUNTRYSIDE FIRE PROTECTION DISTRICT FOR USAGE OF VILLAGE PROPERTY TO CONDUCT ICE RESCUE TRAINING EXERCISES

WHEREAS, the Village owns and maintains the pond located adjacent to the Vernon Hills Athletic Fields (VHAC) and the Vernon Hills High School football field; and

WHEREAS, the Countryside Fire Protection District requires usage of a frozen body of water to perform annual ice rescue training for staff members; and

WHEREAS, both parties desire to establish an Intergovernmental Agreement allowing the Countryside Fire Protection District to utilize the Village's pond in its frozen state on an annual basis to perform ice-rescue training exercises; and

WHEREAS, the attached Agreement titled, "Village of Vernon Hills Agreement for use of Village Property for Fire Department Training Exercises by the Countryside Fire Protection District" is part and parcel to this Resolution; and

WHEREAS, Village staff has determined that it is in the best interest of the Village and its residents to approve said Intergovernmental Agreement to further public health, safety, and welfare by making the members of the District better equipped to handle real ice rescue emergencies.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS:

THAT, the Village Manager is authorized to sign the attached Intergovernmental Agreement titled, "Village of Vernon Hills Agreement for use of Village Property for Fire Department Training Exercises by the Countryside Fire Protection District"

Dated this 5th day of April, 2022

Adopted by roll call vote as follows:

AYES: 4 – Forster, Oppenheim, Marquardt, Koch
NAYS: 0 - None
ABSENT AND NOT VOTING: 3 – Schenk, Takaoka, Byrne


Thom Koch Jr., Chairman Pro Tem

PASSED: 04/05/2022
APPROVED: 04/05/2022
ATTEST: 04/05/2022

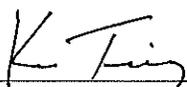

Kevin Timony, Village Clerk



EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT FOR USE OF VILLAGE PROPERTY FOR
FIRE DEPARTMENT TRAINING EXERCISES BY THE COUNTRYSIDE FIRE
PROTECTION DISTRICT**

Attached

**VILLAGE OF VERNON HILLS
AGREEMENT FOR USE OF VILLAGE PROPERTY
FOR FIRE DEPARTMENT TRAINING EXERCISES BY THE COUNTRYSIDE FIRE
PROTECTION DISTRICT**

THIS AGREEMENT (the "*Agreement*") is made and entered into as of January _____, 2022 by and between the **VILLAGE OF VERNON HILLS** (the "*Village*"), an Illinois home rule municipal corporation, and the **COUNTRYSIDE FIRE PROTECTION DISTRICT** (the "*District*"), an Illinois limited liability company, in consideration of the mutual agreements and covenants contained in this Agreement.

WITNESSETH:

Section 1: Background.

- A. The Village owns the pond located adjacent to the VHAC/VHHS football field (the "Property").
- B. The District desires to use the Property to conduct fire department ice rescue training exercises.
- C. The use of the Property for firefighting and rescue training exercises will further the public health, safety, and welfare by making the members of the District better equipped to handle actual firefighting and rescue emergencies.
- D. The Village is prepared to grant the District access to the Property for fire department training exercises on the terms set forth in this Agreement.

Section 2: Grant of Right and License.

A. **Grant.** The Village warrants that it is the sole owner of the Property. The Village further warrants that, as the sole owner of the Property, it has the right to grant to the District the right and license to conduct firefighting and rescue training exercises for its employees on the Property. The Village grants this right and license to the District without charge.

Section 3: Term. The term of this Agreement shall commence on April 01, 2022 and terminate on March 30, 2023 (the "Initial Term"). This Agreement shall automatically renew for additional one (1) year terms unless either party provides the other with written notice of its intention not to renew by at least October 1 of the then-current term.

Section 4: Securing Property. The District assumes any and all liability for securing the Property during the term of this Agreement.

Section 5: Indemnification. The District hereby indemnifies the Village and holds the Village harmless from any and all damages, liabilities, causes of action, costs and attorney's fees arising out of, or in any way connected to any and all injuries sustained to any person, whether or not to an employee of the District, arising out of the use of the Property for the purpose of conducting said firefighting and rescue training exercises.

Section 6: Insurance. The District at its sole cost and expense each shall keep in full force and effect at all times during the term of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the use of the Property as contemplated herein. The District shall provide coverage as follows:

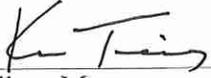
1. Comprehensive general public liability insurance, including contractual liability coverages, and such other types of insurance in such amounts and with such "Best" A-rated companies or through self-insurance risk pools as are reasonably acceptable to the Village, but, in any event, no less than \$1,000,000.00 per occurrence and an umbrella policy no less than \$10,000,000.00. Such insurance shall be evidenced by annually providing to the Village certificates of insurance, naming the Village, its elected officials, employees and agents as additional insureds on a primary and non-contributory basis with an additional insured endorsement and providing that the insurance may not be modified, terminated, cancelled or non-renewed without at least 30 days advance written notice by certified mail, return receipt requested, to the Village.
2. The District shall keep and maintain Workers' Compensation Insurance covering all costs, statutory benefits and liabilities under State Workers' Compensation and similar laws for their respective employees. Any employee claim related to this Agreement will be the responsibility of the party employer and the other party shall have no obligation whatsoever to provide workers' compensation for the other party's employees. Such policy must include, without limitation, a waiver of subrogation endorsement in favor of the Village.

The District shall provide the Village with proof of said coverage no later than December 1st of the current term year, evidencing coverage applicable for the next term year. Any changes to the District's insurance coverage within a term year shall be provided to the Village for review and approval, no later than seven (7) days after the District is advised of said change in coverage.

Section 7: Only Agreement. Any other agreement or agreements between the parties hereto concerning the subject hereof are terminated and canceled upon the effective date of this Agreement, and this Agreement shall be the only agreement between the parties regarding the subject hereof.

[Signatures on following page]

VILLAGE OF VERNON HILLS

By: 
Village Manager

Date: 4/7/22

ATTEST:

By: 

Date: 4/07/2022

COUNTRYSIDE FIRE PROTECTION DISTRICT

By: 
President

Date: 2-17-2022

WITNESS:

By: _____

Date: _____