

**VILLAGE OF VERNON HILLS  
ORDINANCE 2021-103**

**AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH COUNTRYSIDE FIRE PROTECTION DISTRICT FOR FLEET MAINTENANCE**

**WHEREAS**, the Village of Vernon Hills, County of Lake, State of Illinois (*“the Village”*) is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

**WHEREAS**, Countryside Fire Protection District, Lake County, Illinois (*“the District”*) has the duty and authority to enter into Intergovernmental Agreements; and

**WHEREAS**, the Village employs trained personnel able to perform maintenance and repairs on Fire Department vehicles and apparatus; and

**WHEREAS**, the District wishes to avail itself of the vehicular and apparatus maintenance and repair services provided by the Village and the District Board of Trustees; and

**WHEREAS**, the District Board of Trustees approved “An Intergovernmental Agreement 21-1-02 authorizing the Countryside Fire District to Enter into an Agreement with the Village of Vernon Hills for the Establishment of a Vehicle Services Maintenance Program on June 17, 2021” (**“Intergovernmental Agreement 21-1-02”**); and

**WHEREAS**, the Village and District agree that it is in the public’s best interest to permit the Village’s Fleet Maintenance staff to repair certain firefighting vehicles, apparatus and equipment on an ongoing basis for a fee.

**NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1: AUTHORIZATION:** That, the Village Manager is authorized to execute Intergovernmental Agreement 21-1-02 per the attached Exhibit A.

**SECTION 2: EFFECTIVE DATE:** This Ordinance shall be in full force and effect from its passage and approval.

**SECTION 3: ORDINANCE NUMBER:** This Ordinance shall be known as Ordinance Number 2021-103.

Dated this 20<sup>th</sup> day of July, 2021

Adopted by roll call votes as follows:

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

NAYS: 0 – None

ABSENT AND NOT VOTING: 1 – Takaoka



Roger L. Byrne, Village President

PASSED: 07/20/2021

APPROVED: 07/20/2021

ATTEST: 07/20/2021



Kevin Timony, Village Clerk



**EXHIBIT A**

***AN INTERGOVERNMENTAL AGREEMENT 21-1-02 AUTHORIZING THE  
COUNTRYSIDE FIRE PROTECTION DISTRICT TO ENTER AN AGREEMENT  
WITH THE VILLAGE OF VERNON HILLS FOR THE ESTABLISHMENT OF A  
VEHICLE SERVICE MAINTENANCE PROGRAM***

**AN INTERGOVERNMENTAL AGREEMENT 21-I-02 AUTHORIZING THE  
COUNTRYSIDE FIRE  
PROTECTION DISTRICT TO ENTER INTO AN AGREEMENT WITH THE VILLAGE OF  
VERNON HILLS FOR THE ESTABLISHMENT OF A VEHICLES SERVICES  
MAINTENANCE PROGRAM**

**WHEREAS**, the Board of Trustees hereinafter (the "Board") of the Countryside Fire Protection District, Lake County, Illinois, hereinafter (the "District") has the duty and authority to enter into intergovernmental agreements; and

**WHEREAS**, the Village of Vernon Hills, Lake County, Illinois hereinafter (the "Village") is an Illinois Home Rule Municipal Corporation existing under the term of the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.* has the duty and authority to enter into intergovernmental agreements; and

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to cooperate with each other in order to accomplish common goals and objectives; and

**WHEREAS**, 5 ILCS 220/3 entitled the "Intergovernmental Cooperative Act," provides that any power or powers, privilege or authority exercised or which may be exercised by a public agency may be exercised, transferred, combined and enjoyed jointly with any other public agency; and

**WHEREAS**, the District and the Village are units of local government as defined in the Illinois Constitution and are public agencies pursuant to the Intergovernmental Cooperation Act; and

**WHEREAS**, the Illinois Municipal Code (65 ILCS 5/1-1-5) provides that the corporate authorities of a municipality may exercise jointly all powers that it possesses; and

**WHEREAS**, the Fire Protection District Act (70 ILCS 705/1) provides that a fire protection district board may enter into contracts for the proper management and conduct of the business of the board; and

**WHEREAS**, the Village employs trained personnel able to perform maintenance and repairs on fire department vehicles and apparatus; and

**WHEREAS**, the District wishes to avail itself of the vehicular and apparatus maintenance and repair services provided by the Village; and

**WHEREAS**, the Board of Trustees of the District has determined that it is in its best interests to permit the Village's vehicle maintenance staff to repair certain firefighting vehicles, apparatus and equipment on an ongoing basis for a fee.

**NOW THEREFORE, BE IT AGREED**, by the Board of Trustees of the Countryside Fire Protection District, Lake County, Illinois, as follows:

**Section One:** The Chief of the District is hereby authorized to employ the Village's vehicle maintenance staff to provide vehicle repair and maintenance services to District vehicles as designated by the Chief or his designee.

**Section Two:** The Village will assess service fees (including hourly labor rates, parts and shop charges) as applicable to maintain or repair the District's vehicles. (See **Exhibit A** for the listing of the current hourly labor rates). The Village agrees to provide the District with an estimate of the total cost of work prior to the ordering of any parts. The hourly rates may be increased on an annual basis provided that at least thirty days' notice of any increase is provided to the District.

**Section Three:** The District understands that the Village's vehicle service is primarily responsible for the repair and maintenance of the vehicles, apparatus and equipment of the Village. There may be occasions that the Village will be delayed in performing a District repair in order to first complete repairs on a Village vehicle.

**Section Four:** The District agrees to pay the Village invoices for repairs pursuant to the terms of the Local Government Prompt Payment Act (50 ILCS 505/3). In the event that the District defaults in any of its obligations to the Village, the District shall pay the Village reasonable attorneys' fees, costs and expenses expended by the Village to collect the amount owed.

**Section Five:** The Village warrants its workmanship for thirty (30) days. Warranties on parts and materials, if any, shall only be so long as the warranties provided by the manufacturers. All other warranties, express or implied, or any other representations, promises or statements are hereby disclaimed and disavowed by the Village and waived by the District.

**Section Six:** Each Party to this Agreement shall continue to procure and maintain, at its sole and exclusive expense, insurance coverage including comprehensive liability, contractual liability, personal injury, and property damage with such limits of coverage and deductibles as are prudent and reasonable for the protection of its own vehicles, apparatus, equipment or facilities. The Village is solely responsible for its own workers compensation coverage.

**Section Seven:** Each Party agrees to defend, indemnify and hold harmless the elected and appointed officials and all other agents, representatives and employees of the other Party, against any claim, suit or cause of action arising out of the Party's own willful, wanton, or intentional acts and/or omissions under this Agreement. Each Party agrees to raise as defenses before any court any respective governmental tort immunities provided by law.

**Section Eight:** This Agreement shall remain in full force and effect from the last date of the execution hereof and automatically renews for one-year terms unless or until it is terminated as provided for in this Section. Either party may terminate this Agreement upon delivery of a written notice to the other party at least thirty (30) days

before the intended termination date. Such notice shall be either personally delivered or sent by certified mail, return receipt requested.

**Section Nine:** This Agreement shall only be amended by a written instrument approved and signed by all parties hereto. Such amendment shall take effect immediately upon its execution. This Agreement shall be binding upon any successors or assigns to either Party to this Agreement.

**Section Ten:** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois. The forum for any legal disputes between the District and the Village shall be Lake County, Illinois.

**Section Eleven:** This Intergovernmental Agreement shall be in full force and effect upon its adoption and shall supersede any agreement, resolution, or motion in conflict with any part herein, any such agreement, resolution, or motion or part thereof is hereby repealed.

ADOPTED this 17<sup>th</sup> day of June, 2021 by a roll call vote as follows:

AYES: Brown, Davenport, K. W. L. W. S.

NAYS: 0

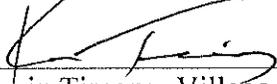
ABSENT: 0

  
\_\_\_\_\_  
President, Board of Trustees  
Countryside Fire Protection District

ATTEST:

  
\_\_\_\_\_  
Secretary, Board of Trustees  
Countryside Fire Protection District

VILLAGE OF VERNON HILLS

  
\_\_\_\_\_  
Kevin Timony, Village Manager

7/26/2021  
\_\_\_\_\_  
Date



Exhibit A

490 Greenleaf Drive  
Vernon Hills, IL 60061  
847-367-3726  
847-367-3728 (fax)

**PUBLIC WORKS DEPARTMENT**

Fleet Dept. Labor Rate:	\$100.00/hr.	(based on Mitchell 1 Service Manual labor time)
Parts Pricing:	10%	above cost from stock or local sources
Shop Supply Fee	5%	of parts & labor to cover misc. parts and/or supplies (not to exceed \$20.00)
Basic Oil Change	\$30(.3hr)	plus the cost of oil and oil filter
Tire Rotation/Brake Insp.	\$50(.5hr)	
Tire Balancing	\$20(.2hr)	per tire
Tire Replacement	\$30(.3hr)	per tire, mount & balance
Tire Repair	\$50(.5hr)	plus parts if necessary
Diagnostic Fee	\$100	for Electronic Control System problems

NOTE:

- A written quote will be provided for all repairs
- Mitchell 1 Service Manual Labor Time Standards are available on-line and can be shared at the District's request

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2021-103

AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN  
INTERGOVERNMENTAL AGREEMENT WITH COUNTRYSIDE FIRE PROTECTION  
DISTRICT FOR FLEET MAINTENANCE

THE 20<sup>th</sup> DAY OF JULY 2021

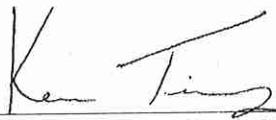
Published in pamphlet form by the Authority of the  
President and Board of Trustees of the Village of  
Vernon Hills, Lake County, Illinois, this  
20<sup>th</sup> day of July, 2021



AFFIDAVIT OF SERVICE

STATE OF ILLINOIS     )  
  )  
COUNTY OF LAKE     )

I, KEVIN TIMONY, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE NO. 2021-103 AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH COUNTRYSIDE FIRE PROTECTION DISTRICT FOR FLEET MAINTENANCE TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM JULY 20, 2021 TO JULY 30, 2021.

  
\_\_\_\_\_  
Kevin Timony, Village Clerk

SUBSCRIBED AND SWORN TO BEFORE  
THIS 20<sup>th</sup> DAY OF JULY 2021

  
\_\_\_\_\_  
Notary Public

