



At the Heart of Community

FIRE DEPARTMENT

321 South Buesching Road
Lake Zurich, Illinois 60047

(847) 540-5070
LakeZurich.org

AGENDA ITEM

60

MEMORANDUM

Date: September 30, 2015
To: Interim Village Manager Husak
From: Acting Fire Chief Kelly
Subject: Intergovernmental Agreement for Warning Siren Activation-Deer Park, IL

Issue: In the summer of 2012, the Village of Deer Park engaged in conversations with the Lake Zurich Fire Rescue Department Emergency Management Director to discuss the need of an outdoor-warning siren in their Village.

Analysis: The Lake Zurich Fire Rescue Department, in contract with the Lake Zurich Rural Fire Protection District, provides Fire, EMS, Specialty, and Inspection Services to the majority of the Village of Deer Park. This collaborative relationship lent itself to the conversation that the Village of Lake Zurich and the Fire Rescue Department be the authority having jurisdiction to authorize the activation of Deer Parks' Outdoor Warning Notification Sirens. Deer Park has reviewed Lake Zurich's policy, procedures, and general orders and agreed with our methodology.

In the summer of 2015, Fire Rescue Staff worked with Deer Park officials, to inform their board of our intent and that Lake Zurich desires cooperation in the interest of public safety of all residents and visitors on our contiguous boarder.

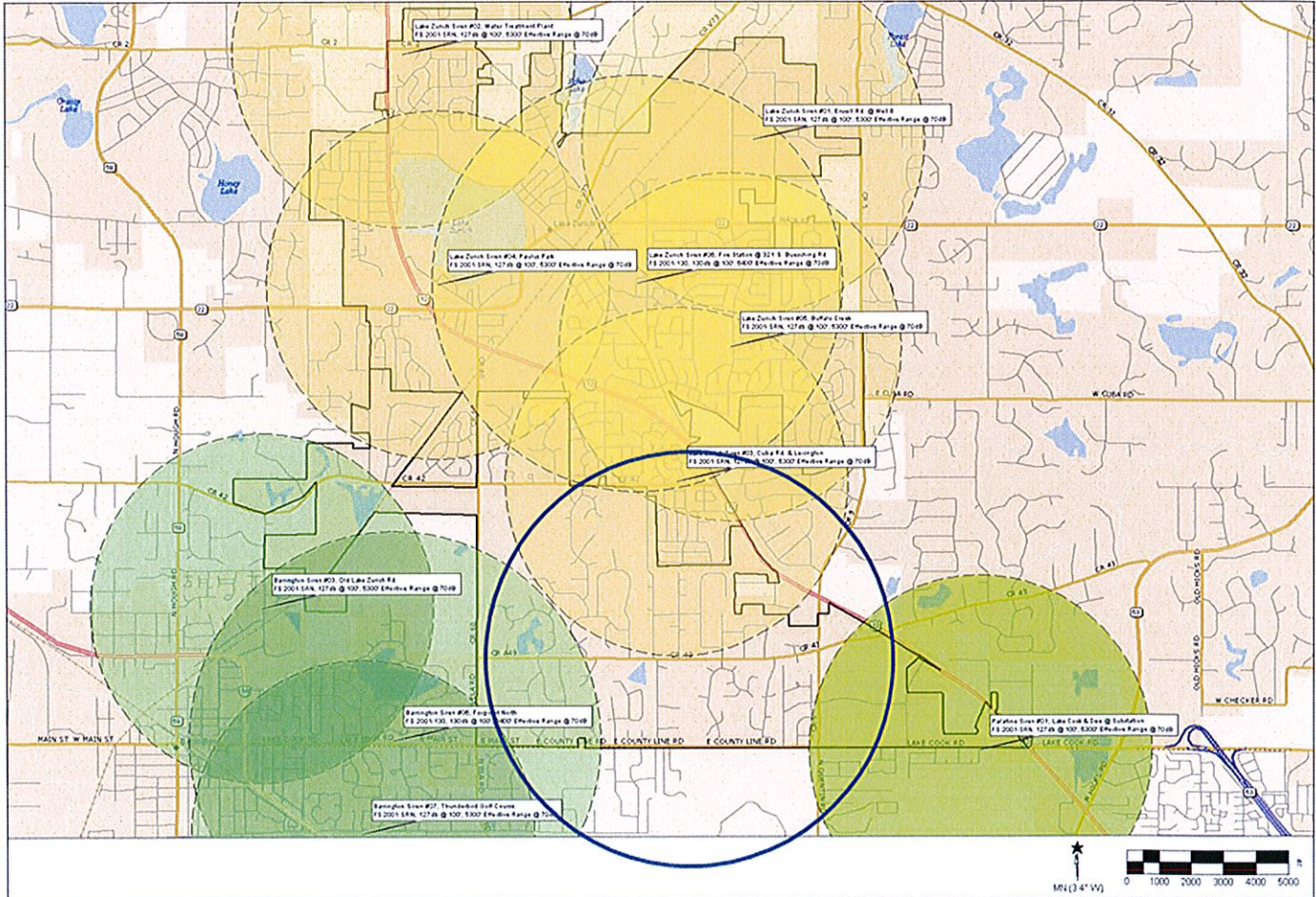
Deer Park has since ordered and installed equipment, which they own, maintain, and provide service to in the Charlie Brown Public Park located on Long Grove road.

Recommendation: Adopt a resolution authorizing and intergovernmental between the Villages of Deer Park and Lake Zurich, Illinois for the connection of an Outdoor Warning Siren located at Charlie Brown Park.

w/Attachments:

Map of Siren Locations and IGA

Siren Location Charlie Brown Park Deer Park, Illinois



VILLAGE OF LAKE ZURICH
RESOLUTION NO. 2015-10-6D



**A RESOLUTION ADOPTING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGES OF LAKE ZURICH AND DEER PARK, ILLINOIS
FOR THE INSTALLATION AND CONNECTION OF A WARNING SIREN
LOCATED AT CHARLIE BROWN PARK**

WHEREAS, Lake Zurich is a municipality lawfully organized and existing under the Constitution and laws of the State of Illinois; and,

WHEREAS, Deer Park is a municipality lawfully organized and existing under the Constitution and laws of the State of Illinois; and,

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois provides that units of local government may contract among themselves, to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law or by ordinance; and,

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et. seq. provides additional powers to units of local government to work together; and,

WHEREAS, Deer Park desires to warn its residents of possible threatening weather by installing a warning siren at Charlie Brown Park located at 23146 Long Grove Rd, Deer Park, IL 60010, (hereinafter referred to as the "Park"); and,

WHEREAS, Deer Park agrees with Lake Zurich's methodology and activation of its sirens and Lake Zurich desires mutual cooperation, in the interest of public safety of all residents and visitors; and,

WHEREAS, the Village President and Board of Trustees find that executing the attached intergovernmental agreement, attached hereto as Exhibit A, is in the interest of the health, safety, and general welfare of the public.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of lake Zurich;

SECTION ONE: The IGA attached as Exhibit A is hereby approved.

SECTION TWO: The Village President, or his designee, is authorized to execute all documents and take all actions necessary to carry out the purpose of this Resolution.

SECTION THREE: This Resolution shall be in full force and effect from and after its passage.

APPROVED this 5th day of October, 2015.

AYES:

NAYS:

ABSENT:

ADOPTED this 5th day of October, 2015.

By: _____
Thomas Poynton, Village President

SEAL

ATTEST:

Kathleen Johnson, Village Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGES
OF DEER PARK AND LAKE ZURICH, ILLINOIS, FOR THE
INSTALLATION AND CONNECTION OF A WARNING SIREN
LOCATED AT CHARLIE BROWN PARK**

This Intergovernmental Agreement (hereinafter, "Agreement") is entered into this ____ day of _____, 2015, by and between the Village of Deer Park, an Illinois municipal corporation (hereinafter referred to as "Deer Park") and the Village of Lake Zurich an Illinois municipal corporation (hereinafter referred to as "Lake Zurich").

RECITALS

WHEREAS, Deer Park is a municipality lawfully organized and existing under the Constitution and laws of the State of Illinois; and,

WHEREAS, Lake Zurich is a municipality lawfully organized and existing under the Constitution and laws of the State of Illinois; and,

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois provides that units of local government may contract among themselves, to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law or by ordinance; and,

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et. seq. provides additional powers to units of local government to work together; and

WHEREAS, Deer Park desires to warn its residents of possible threatening weather by installing a warning siren at Charlie Brown Park located at 23146 Long Grove Rd, Deer Park, IL 60010, (hereinafter referred to as the "Park"); and

WHEREAS, Deer Park agrees to incur all the expenses related to the purchase and installation of a warning siren at the Park; and

WHEREAS, Deer Park shall permit the Lake Zurich access to the Park to connect the warning siren to its severe weather activation system (hereinafter referred to as the “activation system”), and permit Lake Zurich access to the Park in order to establish and maintain the connection to the activation system; and

WHEREAS, Deer Park has been provided a copy of Lake Zurich’s policy, entitled Severe Weather Operations, which outlines the methodology and activation of its sirens, and agrees to said methodology and activation of its sirens. Lake Zurich’s policy, entitled severe Weather Operations, is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, Lake Zurich shall permit Deer Park’s warning siren to be connected to the activation system; and

NOW, THEREFORE, in consideration of the mutual agreements contained herein and upon the further consideration of the recitals hereinabove set forth, it is hereby agreed by and between the parties as follows:

SECTION I: INCORPORATION OF PREAMBLE RECITALS. The above preamble recitals are incorporated herein by reference as though fully set forth.

SECTION II: INSTALLATION OF A WARNING SIREN AT THE PARK. The purpose of this Agreement is to provide Deer Park with the ability to connect a severe weather warning siren to Lake Zurich’s severe weather warning activation system (hereinafter referred to as the activation system. Accordingly, Lake Zurich permits Deer Park’s warning siren, which Deer Park shall purchase, install, and maintain, at its sole cost and expense, to be connected to the activation system. Any costs associated with establishing and maintaining the connection of the Deer Park warning siren to the activation system shall be the sole responsibility of Deer Park.

SECTION III: ACCESS TO THE WARNING SIREN. Deer Park authorizes Lake Zurich's officers, contractors, agents and employees to access the Park to establish and maintain the connection of Deer Park's warning siren to Lake Zurich's activation system.

SECTION IV: EFFECTIVE DATE. This Agreement shall be effective immediately after obtaining approval by the Deer Park Village Board of Trustees and the Lake Zurich Board of Trustees.

SECTION V: DURATION. This Agreement shall continue in full force and effect until Deer Park and/or Lake Zurich takes lawful action to, terminate this Agreement. Either party may terminate this Agreement for any cause, or no cause, by serving written notice of cancellation upon the other party upon thirty (30) days notice of such cancellation. In the event of termination of this Agreement, Deer Park shall be responsible for disconnecting its warning siren from the activation system, at its sole cost and expense.

SECTION VI: INDEMNIFICATION. Deer Park agrees to indemnify and hold harmless Lake Zurich, its Board, individual Board members, and its affiliates, officers, agents, volunteers, and employees (the "Indemnified Parties") from any and all liabilities, damages (regardless of type or amount), claims, causes of action, demands, actions, costs, penalties, suits or matters, including attorneys' fees and court costs, to the extent arising from a breach of this Agreement by Lake Zurich, and to the extent arising from any intentional, reckless or negligent act or omission of Deer Park, its employees or its contractors

SECTION VII: INSURANCE. Deer Park shall procure and maintain, through an insurance company or companies licensed to conduct business in Illinois, insurance with coverage and limits as specified below, and shall cause Lake Zurich, its Board, individual Board members, officers, employees, agents, representatives, and volunteers, to be named as additional insureds on these policies by endorsement. All such insurers shall carry a Best Key Guide

Rating of A / XV. The commercial general liability and automobile liability policies shall be endorsed to reflect that coverage is primary to and noncontributory with any other insurance available to Lake Zurich. The commercial general liability policy shall, by endorsement, provide contractual liability coverage, including the indemnity obligations provided in this Agreement. Each such policy shall include, by endorsement, a requirement of at least thirty (30) days' written notice to Lake Zurich prior to any termination or cancellation of or material amendment to that policy. Upon execution of this Agreement, and on an annual basis thereafter during the term of this Agreement or any extension thereof, Deer Park shall furnish to Lake Zurich certificate(s) of insurance, policies, and endorsements reflecting the required coverage. The type and minimum limits of insurance required are as follows:

<u>Type</u>	<u>Limits</u>
Commercial General Liability	
Per Occurrence:	\$1,000,000
Aggregate:	\$2,000,000
Automobile Liability:	\$1,000,000 (combined single limit)
Workers' Compensation:	Statutory Minimum
Umbrella / Excess:	\$3,000,000

Notwithstanding the foregoing.

SECTION VIII: COST. There is no cost to Deer Park for receiving the signal for the Warning Siren or for maintaining dispatch for same.

SECTION IX: POLICY. Deer Park agrees with Lake Zurich's methodology and activation of its sirens outlined in Exhibit A.

SECTION X: SEVERABILITY. If any part of this Agreement shall be held invalid for any reason, the remainder of this Agreement shall remain valid to the maximum extent permitted by law.

SECTION XI: RELATIONSHIP OF PARTIES. Nothing in this Agreement is intended or shall be construed as establishing a separate legal entity, or the relationship of principal and agent, partnership, or joint venture between or among the parties. Each party hereto shall retain the sole right to control its own employees, and the affairs and conduct of its employees and representatives, including the payment of compensation and benefits, shall be sole responsibility of the respective party

SECTION XII: PRIOR AGREEMENTS. This Agreement supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof as well as any previous agreements presently in effect between the parties hereto relating to the subject matter hereof.

SECTION XIII: AMENDMENTS. Any alterations, amendments, deletions, or waivers of any provisions of this Agreement shall be valid only when expressed in writing and duly executed by the parties hereto.

SECTION XIV: SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, provided however, that neither party hereto shall assign any interest hereunder without the prior written consent and approval of the other and any such assignment, without prior written consent and approval shall be null and void and of no force and effect.

SECTION XV: NOTICES. Any notices required or permitted hereunder shall be sufficiently given if mailed by certified mail, return receipt requested to the parties hereto as follow:

VILLAGE OF DEER PARK
Village of Deer Park
23680 W. Cuba Road
Deer Park, Illinois 60010
Attention: Village Administrator

LAKE ZURICH
Village of Lake Zurich
70 East Main Street
Lake Zurich, Illinois 60047
Attention: Village Manager

SECTION XVI: VENUE. The terms of this Agreement will be construed in accordance with the laws of Illinois, and if any disputes arise, said disputes shall be decided under the jurisdiction and governed by the laws of Illinois. The filing of any legal action shall be decided under the jurisdiction and governed by the laws of Illinois. The filing of any legal action shall be resolved in the Circuit Court of Lake County.

SECTION XVII: AUTHORITY TO EXECUTE. Each person signing below on behalf of one of the parties hereto agrees, represents and warrants that he or she has been duly and validly authorized to sign this Agreement on behalf of their party.

SECTION XVIII: NO THIRD-PARTY RIGHTS: This Agreement creates no rights, title or interest in any person or entity whatsoever (whether a third party beneficiary thereof or otherwise) other than the parties to this agreement. Nothing in this Agreement shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of Lake Zurich or Deer Park, and /or any of their respective officials, officers and/or employees.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and date appearing before their respective signatures.

SIGNATURES ON THE FOLLOWING PAGE

Dated: _____, 2015

VILLAGE OF DEER PARK

By: _____
Robert Kellermann, Village President

Attest: _____
Kathy Iriarte, Village Clerk

Dated: _____, 2015

VILLAGE OF LAKE ZURICH

By: _____
Tom Poyton, Mayor

Attest: _____
Kathleen Johnson, Village Clerk