

**INTERGOVERNMENTAL AGREEMENT FOR THE  
PURCHASE, INSTALLATION, OPERATION  
AND MAINTENANCE OF A WEATHER WARN ACTIVATION CONTROLLER  
CFPD IGA# 25-I-04**

This Intergovernmental Agreement ("Agreement") is entered into, and effective on the last dated signature below, between the Village of Mundelein, Village of Vernon Hills, Village of Libertyville, and the Countryside Fire Protection District ("District"), all units of local government.

**Recitals**

**WHEREAS**, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance;

**WHEREAS**, 5 ILCS 220/1 *et seq.*, entitled the "Intergovernmental Cooperation Act" (the "Act"), provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government;

**WHEREAS**, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party of the contract;

**WHEREAS**, the Villages are municipal government corporations duly incorporated under the laws of the State of Illinois and, as such, may enter into an intergovernmental agreement;

**WHEREAS**, pursuant to 70 ILCS 705/0.01 *et seq.*, the District is a fire protection district duly incorporated under the laws of the State of Illinois and under this law the Board of Trustees has the express power to enter into such an agreement;

**WHEREAS**, the Villages and District have determined that it is in their best interests to enter into this Agreement to provide for the purchase, installation, operation and maintenance of a computer-controlled siren activation and monitoring system ("System");

**WHEREAS**, the Villages and District agree that there are economies of scale and value in jointly purchasing, operating, installing and maintaining the System;

**WHEREAS**, this Agreement is for the purpose of purchasing, installing, operating and maintaining a System that will benefit the constituents of the Villages and District;

**WHEREAS**, the System will be purchased and installed for a total cost of \$28,038 ("Total Cost"). This Total Cost will be shared equally between the Villages and District.

**WHEREAS**, the System will be located at Mundelein Fire Department station 2 at 1300 S. Lake

**Street.**

**NOW, THEREFORE, BE IT ORDAINED** that the Villages and District agree as follows:

1. **Recitals.** The above recitals are an integral part of this Agreement and are incorporated herein by reference.
2. **Villages' and District Duties.** Within 30 days of full execution of this Agreement, the Village of Vernon Hills, Village of Libertyville, and the Countryside Fire Protection District shall each pay to the Village of Mundelein the lump sum of \$7,009.50 being one-fourth of the Total Cost of the System which is \$28,038.00. During the Term of this Agreement, the Villages and District shall maintain the System. The Villages and District shall equally share the cost for the following:
- The costs of maintenance of the System,
  - Annual remote subscription access to Weather Warn computer as required by 3<sup>rd</sup> party.
  - Remote software maintenance agreement for 24/7 tech support.
3. **Term of Agreement.** The Term of this Agreement shall be indefinite but any party may terminate this Agreement for any reason or no reason upon 60 days prior written notice to the non-terminating parties.. If a Village or the District terminate this Agreement for any reason, no reimbursement shall be due to any other party.
4. **Notices.** All notices required by this Agreement shall be delivered by first class, certified or registered U. S. Mail to the respective parties at the following addresses:
- If to the Village of Mundelein: Village of Mundelein  
300 Plaza Circle  
Mundelein, IL 60060  
Attention: Village Administrator
- If to the Village of Vernon Hills:
- If to the Village of Libertyville:
- If to the Countryside Fire District:
5. **Rights of Third Parties.** Nothing herein shall be construed to create any rights or duties to third parties, it being the parties' mutual intent that there be no third-party beneficiaries to this Agreement. Any allocation of costs, duties and responsibilities described herein is intended only as an allocation of administrative responsibilities between the Villages and District to facilitate the most economical use of limited public resources and not as an enlargement or diminution of either party's underlying duties or obligations lying in statute or common law.
6. **Indemnification.** The parties shall mutually indemnify, hold harmless and defend with counsel of the indemnified party's own choosing, the other party, its officials, officers, employees,

including their past, present, and future board members, elected officials and agents from and against all liability, third party claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of this Agreement, to the extent such claims result from the performance of this Agreement by the indemnifying party or those claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of such indemnifying party in its performance under this Agreement. However, the Parties shall not indemnify the other for any liabilities, damages, costs or expense resulting from the other party's own willful misconduct or negligence. Nothing herein is intended to waive or forfeit any rights, defenses or immunities held by the Villages and District by reason of common law or the Local Governmental and Governmental Employees Tort Immunity Act.

**Parties Independent.** It is mutually agreed by and between the parties hereto that nothing contained in this Agreement is intended nor shall be construed in any manner or form as creating or establishing a relationship as partners between the parties hereto, or as constituting the Villages (including their elected officials, duly appointed officers, agents, employees, and representatives) or the District (including its elected officials, duly appointed officers, agents, employees and representatives) as agents of the other party for any purpose, or in any manner, whatsoever.

7. **Waiver.** Any party's failure to insist upon strict compliance with any provision hereof or its failure to enforce any rights or remedy in any instance shall not constitute or be deemed to be a waiver of any provision, right or remedy.

8. **Modification.** This Agreement may be modified by mutual agreement, in writing, by the parties hereto.

9. **Severability.** It is mutually agreed by and between the parties hereto that the provisions of this Agreement are severable. If any provision, paragraph, section, subdivision, clause, phrase, or word of this Agreement if for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

10. **Entire Agreement.** It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements in negotiations between the parties relating to the subject matter hereof.

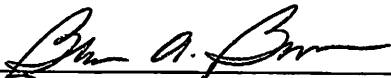
11. **Jurisdiction and Venue.** This Agreement shall be interpreted and construed according to the laws of the State of Illinois. Venue for any action arising from this Agreement shall be in the 19<sup>th</sup> Judicial Circuit Court, Lake County, Illinois.

12. **Authorized Signatory.** The parties signing on behalf of the Villages and District represent that they have full and complete authority and are legally authorized to do so.

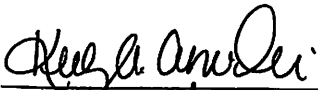
IN WITNESS WHEREOF, the parties have executed this Intergovernmental Agreement on the dates indicated.

***(Signature Page to Follow)***

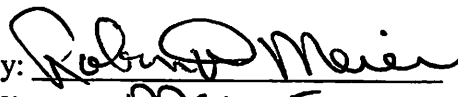
Countryside Fire Protection District

By:   
Its: PRESIDENT  
Dated: 8.21.2025


Village of Libertyville

By:   
Its: Village Administrator  
Dated: 8/27/25

Village of Mundelein

By:   
Its: Mayor  
Dated: 8-25-2025

Village of Vernon Hills

By:   
Its: Village President  
Dated: 08/28/2025