

**FOX RIVER & COUNTRYSIDE FIRE/RESCUE DISTRICT
KANE AND DUPAGE COUNTIES, ILLINOIS**

RESOLUTION No. 2019-03

FARMINGTON-ON-THE-FOX BOAT LAUNCH AGREEMENT

WHEREAS, the Fox River & Countryside Fire/Rescue District (the "District"), DuPage and Kane Counties, Illinois, is a fire protection district duly incorporated under the laws of the State of Illinois, including the Fire Protection District Act (the "Act", 70 ILCS 705/1 et seq.); and

WHEREAS, the Farmington - on - the - Fox Homeowners Association (the "Association") is an Illinois not-for-profit corporation located within the boundaries of the District ; and

WHEREAS, the Association owns and maintains a boat launch on the Fox River within the boundaries of the Farmington-on-the-Fox subdivision (the "Boat Launch"); and

WHEREAS, the District owns a boat used by the District and by other governmental entities for training and rescue services; and

WHEREAS, the District has used the Association's Boat Launch for training and rescue services with the permission of the Association and has been provided with a key to the Boat Launch gate; and

WHEREAS, the Association has requested that the District provide the Association with a "hold harmless" agreement covering the District's use of the Boat Launch; and

WHEREAS, the District has determined that it is in the best interest of the District and its residents to enter into a written agreement for the use by the District of the Association's Boat Launch including a hold harmless agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Fox River & Countryside Fire/Rescue District, Kane & DuPage Counties, Illinois, as follows:

SECTION 1: The Board finds and determines the foregoing Recitals to be true and correct, and said Recitals are incorporated herein as if fully set forth.

SECTION 2: The Board hereby authorizes the Fire Chief, the attorney for the District and the President of the District to negotiate, execute and deliver an Agreement for Use of the Farmington-on-the-Fox Boat Launch, including a mutual hold harmless provision in substantially the form attached hereto as Exhibit "A".

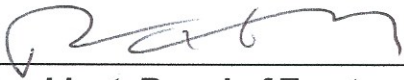
SECTION 3: This Resolution shall be in full force and effective from and after its passage.

ADOPTED BY THE BOARD OF TRUSTEES of the Fox River & Countryside Fire/Rescue District this 20th Day of May, 2019, by a roll call vote as follows:

AYES: 5 Handley, Dunham, Karr, LeBlanc, Wegman


NAYS: 0

ABSENT: 0



President, Board of Trustees
Fox River & Countryside Fire/Rescue District

ATTEST:



Secretary, Board of Trustees
Fox River & Countryside Fire/Rescue District

STATE OF ILLINOIS)
) ss.
COUNTY OF KANE)

**AGREEMENT FOR USE OF BOAT LAUNCH FACILITIES
BY AND BETWEEN THE FOX RIVER AND COUNTRYSIDE
FIRE/RESCUE DISTRICT AND THE FARMINGTON-ON-THE-FOX
HOMEOWNERS OF ASSOCIATION**

WHEREAS, the Fox River & Countryside Fire/Rescue District (the "District), DuPage and Kane Counties, Illinois, is a fire protection district duly incorporated under the laws of the State of Illinois, including the Fire Protection District Act (the "Act", 70 ILCS 705/1 et seq.); and

WHEREAS, the Farmington - on – the - Fox Homeowners Association (the "Association") is an Illinois not-for-profit corporation located within the boundaries of the District ; and

WHEREAS, the Association owns and maintains a boat launch on the Fox River within the boundaries of the Farmington-on-the-Fox subdivision (the "Boat Launch"); and

WHEREAS, the District owns a boat used by the District and by other governmental entities for training and rescue services; and

WHEREAS, the District has used the Association's Boat Launch for training and rescue services with the permission of the Association and has been provided with a key to the Boat Launch gate; and

WHEREAS, the District has determined that it is in the best interest of the District and its residents to enter into a written agreement for the use by the District of the Association's Boat Launch including a hold harmless agreement;

NOW, THEREFORE, THE DISTRICT AND THE ASSOCIATION HEREBY AGREE AS FOLLOWS:

SECTION 1: The foregoing Recitals are found by the parties to be true and correct, and said Recitals are incorporated herein as if fully set forth.

SECTION 2: The Association hereby grants to the District a revocable license for the use of the Association's Boat Launch located adjacent to the Fox River within the Farmington-on-the-Fox subdivision for training, search and rescue operations of the District. The Association grants this license as a public service and no compensation shall be payable by the District for the use of the Boat Launch.

SECTION 3: The District shall be issued an access key to the Boat Launch and shall have the right to use the Boat Launch for its operations including use by other law enforcement or first responder entities without prior notice to the Association. The District shall notify the Association of any use of the Boat Launch within 72 hours of such use.

SECTION 4: The District shall at all times maintain a policy of insurance covering its operations and use of the Boat Launch and shall name the Association as an additional insured under such policy. The District will provide a copy of the insurance policy including the additional insured endorsement to the Association.

SECTION 5: Either party to this Agreement shall have the right to cancel this Agreement upon 45 days written notice to the other party.

SECTION 6: The District agrees for itself, its successors and assigns, by operation of law or otherwise, to hold harmless the Farmington-on-the-Fox Homeowners Association of and from all claims, demands, actions or causes of action of every nature and character whatsoever in law or in equity for loss, damage, or injury to any and all persons or property arising out of the use by the District or its associated entities of the Association's Boat Launch, and to assume full responsibility to defend, pay or otherwise settle any such claims, demands, actions or causes of action. The District further agrees to release, remise and discharge the Association (including its officers, employees, members and agents) of and from any and all liabilities, claims, demands, actions or causes of action of every nature and to indemnify and hold harmless the Association, and its successors and assigns past, present and future.

SECTION 7: The Association agrees for itself, its successors and assigns, by operation of law or otherwise, to hold harmless the Fox River and Countryside Fire /Rescue District of and from all claims, demands, actions or causes of action of every nature and character whatsoever in law or in equity for loss, damage, or injury to any and all persons or property arising out of the use by the District or its associated entities of the Association's Boat Launch, which are attributable to the acts or omissions to act of the Association and to assume full responsibility to defend, pay or otherwise settle any such claims, demands, actions or causes of action.

SECTION 8: The parties mutually represent and warrant that they have full power and authority to enter into this Agreements and that they have been duly authorized by their governing boards to do so.

SECTION 9: Any notices permitted or required pursuant to this Agreement shall be sent by personal delivery or by certified United States mail, return receipt requested to the addresses shown until notice of change shall have been delivered:

If to the Association: Farmington-on-the-Fox Homeowners Association
c/o/ Sarah H. Harbaugh – Registered Agent
35W749 Bluff Drive
St. Charles, IL 60175


If to the District: Fox River and Countryside Fire/Rescue District
34W500 Carl Lee Road
St. Charles, IL 60174
Attention: Administrator

With a copy to: Kenneth C. Shepro, Esq.
Attorney & Counselor at Law
PO Box 760
Wayne, IL 60184

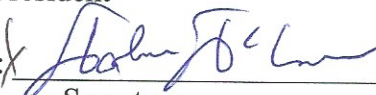
SECTION 10: This Agreement represents the entire agreement of the parties and supersedes all prior written or oral agreements, if any, relating to the operation and use of the Boat Launch. This Agreement may be executed in counterparts, which together shall constitute one and the same document. The Agreement shall be construed and interpreted pursuant to the laws of the State of Illinois and any action to enforce the Agreement shall be brought in the Circuit Court for the 16th Judicial Circuit, Kane County, Illinois. This Agreement shall become effective upon the signatures of both parties.

WHEREFORE, the parties have caused this Agreement to be executed as of this 20 day of May, 2019.

FOX RIVER AND COUNTRYSIDE FIRE/RESCUE DISTRICT,
an Illinois unit of local government,

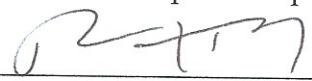
By: 

President

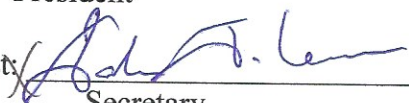
Attest: 

Secretary

FARMINGTON-ON-THE-FOX HOMEOWNERS ASSOCIATION,
an Illinois not-for-profit corporation,

By: 

President

Attest: 

Secretary