

RESOLUTION 2015-006

**A RESOLUTION AUTHORIZING THE VILLAGE TO ENTER INTO A
LEASE AGREEMENT WITH THE LAKE COUNTY MAJOR CRIME
TASK FORCE TO PROVIDE TEMPORARY OFFICE SPACE
AT THE VILLAGE HALL**

WHEREAS, the Lake County Major Crime Task Force (Task Force) provides a valuable service to the Village of Vernon Hills and all of Lake County , and;

WHEREAS, the Task Force is in need of temporary housing while its future, permanent home is being renovated/constructed; and

WHEREAS, the Village of Vernon Hills' Village Hall has approximately 400 square feet of unused common office space in the Building/Engineering Department; and

WHEREAS, the Village deems it in the best interest of the Village to enter into a Lease Agreement with the Task Force.

NOW THEREFORE, BE IT RESOLVED by the Village President and Board of Trustees of the Village of Vernon Hills, Lake County, Illinois:

That the Village President is authorized to execute and Village Clerk to attest to a Lease Agreement with the Task Force to provide temporary office space for a period not to exceed eighteen (18) months.

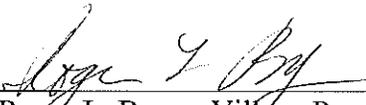
Dated this 20th day of January 2015

Adopted by roll call vote as follows:

AYES: 5 – Koch, Marquardt, Schultz, Schwartz, Williams

NAYS: 0 - None

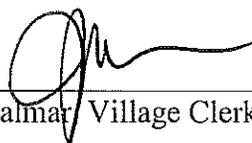
ABSENT AND NOT VOTING: 1 - Hebda



Roger L. Byrne, Village President

PASSED: 01/20/2015

APPROVED: 01/20/2015



John Kalmar Village Clerk

LEASE AGREEMENT

This Agreement is entered into this 20th day of January, 2015, by and between the Village of Vernon Hills ("Village") and the Lake County Task Force ("Task Force"), hereinafter collectively referred to as "Parties."

1. The Village hereby agrees to provide the Task Force with work space in the Vernon Hills Village Hall, 290 Evergreen Drive, Vernon Hills, IL 60061 on a temporary basis. The Village shall provide an area located in the southeast corner of the Village consisting of three (3) work space areas and access to one conference room on a first come first served basis. Said area is depicted on Exhibit A and is hereinafter referred to as the "space." The space shall only be available during normal Village Hall hours unless express permission is granted by the Village Manager. Currently, the days and hours of operation for Vernon Hills Village Hall are 8:30 a.m. to 5 p.m. Monday through Friday. The building is not open on weekends.
2. All furniture, materials and equipment located in Village Hall shall remain the property of the Village. The Task Force shall provide its own equipment, materials and office supplies that it deems necessary for its use at its sole cost. All such items provided by the Task Force shall remain the property of the Task Force at all times and may be removed from the Village Hall at any time.
3. It is agreed that the Parties shall review the costs and telephone charges and costs, if any, and in the event that the Village finds them to be greater than anticipated, the Village shall have the option of requiring the Task Force to reimburse the Village for the telephone charges and costs attributed to the Task Force.
4. Each party shall appoint a contact person who shall be the main contact between the parties for the purpose of this Agreement and the Task Force's use of Village Hall. By executing this Agreement the Task Force agrees to be bound by the actions of its designee.
5. The Task Force shall not assign, lease, sublet, or otherwise transfer its use of the work area to any other person, firm, organization or entity.
6. The Task Force shall not alter or modify the work area without prior consent of the Village. Any alterations to the work area upon termination of this Agreement shall remain the property of the Village unless the Parties agree otherwise in writing.
7. The Task Force shall maintain the work area in a clean and healthful condition and conform to the Village Hall maintenance standards.
8. The Task Force shall not, without prior written consent of the Village, install lighting, decorations, signage or advertising inside or outside of Village Hall.
9. The Task Force shall not receive a key to Village Hall.
10. The Village retains the right to enter and inspect and also to use the work area when not in use by the Task Force. The Task Force's use of the work space shall not be exclusive.
11. Task Force members using the work area shall be required to comply with the Village rules and regulations related to operations of the building.

12. This Agreement shall be for a temporary period of time until permanent space is available to the Task Force. In no event shall the time period exceed eighteen (18) months from the date of execution of this Agreement without the Village Manager's written approval.
13. This Agreement may be terminated at any time upon thirty (30) days written notice from one party or the other.
14. The Task Force shall notify the Village Manager at such time as the Task Force has an idea of the term of use it requires. At such time as the Task Force's permanent space becomes available, the Task Force shall notify the Village Manager.
15. Use of the work space shall be at no cost to the Task Force.
16. The Task Force shall pay upon demand the full cost of repairing any damage to the work space or related facilities resulting from and/or caused in whole or in part by the negligence, actions or misconduct of the Task Force.
17. The Task Force shall be responsible to insure its own equipment and materials and will not look to the Village for insurance coverage.
18. The Village shall be responsible for insuring its building, equipment and materials and it will not look to the Task Force for insurance coverage.
19. Any notices required hereunder may be made by personal delivery, by certified mail, return receipt requested or by a national recognized overnight courier as follows:

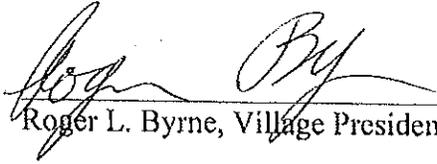
If to the Village: Village Manager
 Village of Vernon Hills
 290 Evergreen Drive
 Vernon Hills, IL 60061
 Tel: 847-367-3700

If to the Lake
County Task Force: Mark Fleischhauer
 Chairman – LCMCTF
 754 Lakeview Parkway
 Vernon Hills, IL 60061
 Tel: 847-247-4880

20. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement which shall remain in full force and effect.
21. The Task Force agrees to indemnify and hold harmless the Village of Vernon Hills and all of its respective employees and agents, from and against any claims for bodily injury or property damage arising out of the negligence of the Task Force in its use of the space including, but not limited to, attorney's fees, court costs, damages, settlements, and compromises arising from said claims.
22. Signatures only on next page.

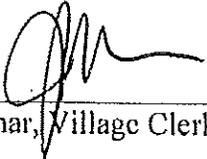
Dated this 20th day of January, 2015

Village of Vernon Hills



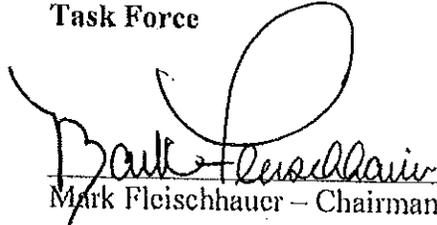
Roger L. Byrne, Village President

ATTEST:



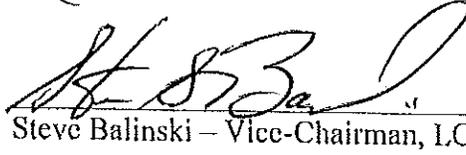
John Kalmar, Village Clerk

Task Force



Mark Fleischhauer – Chairman, LCMCTF

ATTEST:



Steve Balinski – Vice-Chairman, LCMCTF

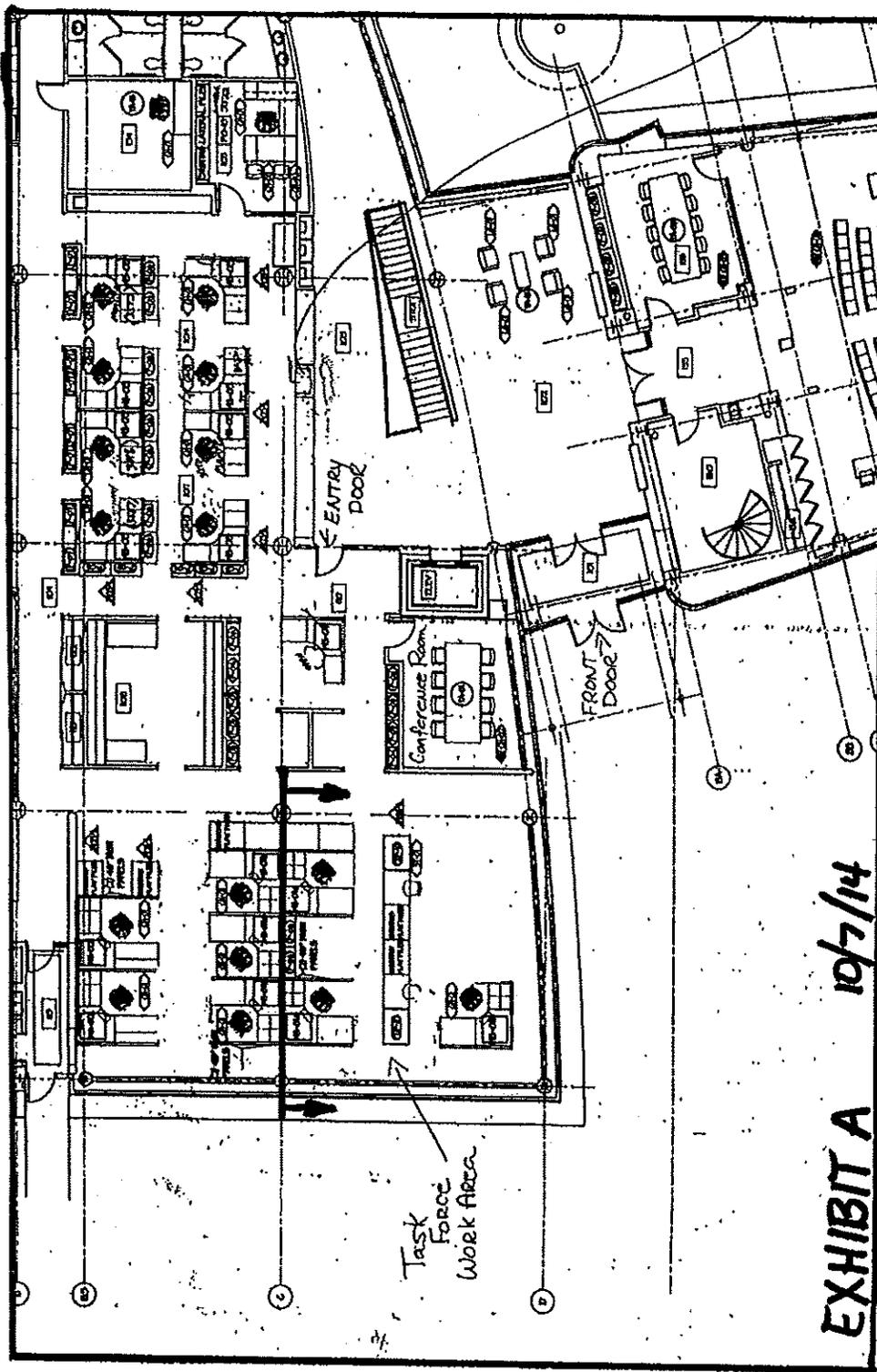


EXHIBIT A 10/7/14