

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 33,
SECTION 33.21 OF THE LOMBARD VILLAGE CODE
IN REGARD TO THE AUTHORITY OF THE FIRE CHIEF
TO EXECUTE RELEASE AND INDEMNIFICATION AGREEMENTS,
ON BEHALF OF THE VILLAGE, RELATIVE TO THE USE OF PROPERTIES
WITHIN THE VILLAGE FOR FIRE FIGHTER TRAINING EXERCISES**

BE IT ORDAINED by the President and Board of Trustees of the Village of Lombard, DuPage County, Illinois, as follows:

SECTION 1: That Title 3, Chapter 33, Section 33.21 of the Lombard Village Code, is hereby revised as follows:

- A. The current provisions of said Section 33.21 shall be labeled as subsection (A).
- B. That a new subsection (B) shall be added to Section 33.21, with said new subsection to read in its entirety as follows:

“(B) The Fire Chief is authorized to enter into Release and Indemnification Agreements, relative to the use of properties within the Village for fire fighter training exercises, provided any such Release and Indemnification Agreement is in the format attached to Ordinance No. _____, adopted on May 1, 2014, as Exhibit “1”, a copy of which shall be on file with both the Village Clerk and the Fire Chief.”

SECTION 2: That the Release and Indemnification Agreement format, attached hereto as Exhibit “1” and made part hereof, is hereby approved as the format for use by the Fire Chief pursuant to Title 3, Chapter 33, Section 33.21(B) of the Lombard Village Code.

SECTION 3: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

Passed on first reading this ____ day of _____, 2014.

First reading waived by action of the Board of Trustees this ____ day of _____, 2014.

Passed on second reading this _____ day of _____, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this _____ day of _____, 2014.

Keith Giagnorio, Village President

ATTEST:

Janet Downer, Deputy Village Clerk

Published by me in pamphlet form this _____ day of _____, 2014.

Janet Downer, Deputy Village Clerk

Exhibit "1"

**RELEASE AND INDEMNIFICATION AGREEMENT,
FOR THE PROPERTY LOCATED AT
_____, LOMBARD, ILLINOIS,
RELATIVE TO THE LOMBARD FIRE DEPARTMENT'S USE THEREOF
FOR A FIRE FIGHTER TRAINING EXERCISE**

This Release and Indemnification Agreement (the "AGREEMENT") is made this ____ day of _____, 20__ between the VILLAGE OF LOMBARD, a municipal corporation (the "VILLAGE") and _____ (the "OWNER").

W I T N E S S E T H

WHEREAS, the OWNER is the legal owner of record of the property located at _____, Lombard, Illinois, and having permanent tax index number(s): _____ (the "PROPERTY"); and

WHEREAS, the VILLAGE desires to utilize the building on the PROPERTY for a fire fighting training exercise (the "TRAINING EXERCISE"), along with personnel from other fire departments and/or fire protection districts (the "OTHER AGENCIES") between the date hereof and _____, 20__; and

WHEREAS, the OWNER intends to demolish the building on the PROPERTY and, therefore, has agreed to allow the VILLAGE and the OTHER AGENCIES to use the building on the PROPERTY for the TRAINING EXERCISE, during the time period set forth above, subject to the terms and conditions of this AGREEMENT;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE MUTUAL PROMISES SET FORTH HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE VILLAGE AND THE OWNER AGREE AS FOLLOWS:

1. The OWNER:
 - A. hereby gives the VILLAGE, along with the OTHER AGENCIES, permission to conduct the TRAINING EXERCISE upon, in and about the building on the PROPERTY between the date of this AGREEMENT and _____, 20__;
 - B. acknowledges and agrees that the VILLAGE and the OTHER AGENCIES, by and through their respective personnel, during said TRAINING EXERCISE, are permitted to cause such physical destruction, damage and alterations to the building on the PROPERTY, as is necessary to properly conduct said TRAINING EXERCISE, including, but not limited to, cutting holes in the roof, breaking exterior and interior doors, breaking windows, cutting holes in dry wall, cutting holes in the floors, and advancing charged hose lines into the building;
 - C. represents that it has terminated the water, electrical and natural gas service to the building on the PROPERTY;

- D. has removed any and all property or materials, including, but not limited to, landscaping, located inside of, attached to or adjacent to the building on the PROPERTY, which the OWNER does not want damaged by the VILLAGE'S or OTHER AGENCIES' personnel during the TRAINING EXERCISE;
- E. releases the VILLAGE and the OTHER AGENCIES, and their respective officers, agents and employees, from any and all liability for damages to the building located on the PROPERTY as a result of the TRAINING EXERCISE;
- F. acknowledges and represents that it is the legal owner of record of the PROPERTY, and has the authority to enter into this AGREEMENT;
- G. shall, within thirty (30) days after the completion of the TRAINING EXERCISE, demolish the building on the PROPERTY; and
- H. shall have no responsibility, liability or obligation with respect to any property of the VILLAGE or the OTHER AGENCIES at or on the PROPERTY, the safety and security of any such property being the sole responsibility of the VILLAGE and/or the OTHER AGENCIES.

2. The VILLAGE:

- A. hereby gives and grants to the OWNER a free full, complete and absolute release and discharge from any and all claims, demands, cause or causes of action, expenses, injuries, losses or damages of any kind, character or description which the VILLAGE, or any of its officers, agents, employees, servants or insurers, could have against the OWNER for any act or omission arising out of or incidental to the use of the PROPERTY for the TRAINING EXERCISE;
- B. agrees to indemnify and hold harmless and defend OWNER from and against any and all liability, claims, causes of action, expenses, injuries or damages as a result of the VILLAGE'S use of the PROPERTY for the TRAINING EXERCISE, except in relation to the damage to the building on the PROPERTY that is specifically authorized by Section 1.B. above;
- C. before entering or using any of the PROPERTY, shall give the OWNER at least twenty-four (24) hours advance notice, specifying the date and times of such entry and use;
- D. when using the PROPERTY, shall have sufficient insurance to compensate the VILLAGE and the OWNER for any damages as a result of the TRAINING EXERCISE, except those damages specifically authorized pursuant to Section 1.B. above;
- E. will not construct, direct, maintain or permit any permanent structure, installation, facility or obstruction of any kind on or above the surface of the ground of the PROPERTY, as part of the TRAINING EXERCISE;

- F. will pay all costs and expenses incurred in connection with, and will cause the OTHER AGENCIES to pay their own costs and expenses incurred in connection with, the TRAINING EXERCISE;
- G. upon completion of the TRAINING EXERCISE, at its own expense, or at the expense of the OTHER AGENCIES, will restore the PROPERTY, and all adjacent areas, to a condition as good as or better than they were in prior to said TRAINING EXERCISE, excepting only the damage which is a natural result of the TRAINING EXERCISE, as referenced in Section 1.B. above;
- H. shall be solely responsible for the removal of all debris, caused by the TRAINING EXERCISE, from the PROPERTY, except for debris located within the building on the PROPERTY;
- I. shall board up any exterior windows or doors of the building on the PROPERTY that are damaged by the TRAINING EXERCISE, upon completion of the TRAINING EXERCISE;
- J. shall not claim at any time any interest or estate of any kind or extent whatsoever in the PROPERTY by virtue of this AGREEMENT, or the use of the PROPERTY by the VILLAGE and/or the OTHER AGENCIES;
- K. acknowledges and agrees that the OWNER has made no representation or warranties to the VILLAGE regarding the PROPERTY or its suitability for the TRAINING EXERCISE;
- L. agrees not to use, or permit the use of, the PROPERTY for the storage of any hazardous materials, such as explosives, or for any purpose other than the TRAINING EXERCISE; and
- M. prior to allowing any OTHER AGENCIES to participate in the TRAINING EXERCISE, shall require the OTHER AGENCIES to each execute a copy of the Fire Fighter Training Exercise Release and Indemnification Agreement, attached hereto as Exhibit A and made part hereof, and shall deliver same to the OWNER.

IN WITNESS WHEREOF, the VILLAGE and the OWNER have caused this AGREEMENT to be executed by their respective authorized signatories as of the date set forth above.

VILLAGE OF LOMBARD

OWNER: _____

By: _____
 Name: _____
 Fire Chief

By: _____
 Name: _____
 Title: _____

Exhibit A

**FIRE FIGHTER TRAINING EXERCISE
RELEASE AND INDEMNIFICATION AGREEMENT**

The _____ (the "Department"), in consideration of being allowed to have its personnel participate in a fire fighter training exercise with the personnel of the Village of Lombard Fire Department, at the property commonly known as _____, Lombard, Illinois, having a permanent tax index number of _____ (the "Property"), between the date hereof and _____, 20____, hereby:

1. Agrees to hold harmless, indemnify and defend _____, the legal owner of the Property, from and against any and all liability, claims, causes of action, expenses, injuries or damages as a result of the Department's personnel engaging in the fire fighting training exercise on the Property, except in relation to the damage to the building on the Property as is necessary to properly conduct said fire fighting training exercise, including, but not limited to, cutting holes in the roof, breaking exterior and interior doors, breaking windows, cutting holes in dry wall, cutting holes in the floors, and advancing charged hose lines into the building; and
2. Gives and grants to _____ a free full, complete and absolute release and discharge from any and all claims, demands, cause or causes of action, expenses, injuries, losses or damages of any kind, character or description which the Department, or any of its officers, agents, employees, servants or insurers, could have against _____ for any act or omission arising out of or incidental to the use of the Property for the fire fighter training exercise.

Department: _____

By (signature): _____

Name: _____

Title: _____

Date: _____