

**A RESOLUTION APPROVING AND RATIFYING  
A HOLD HARMLESS AND INDEMNIFICATION DECLARATION**

WHEREAS, the corporate authorities of the City of Rolling Meadows have determined that it is advisable, necessary and in the public interest that the City approve and ratify the City Manager's execution of a *Hold Harmless and Indemnification Declaration* in favor of 2950 Land Company LLC & Arthur J. Gallagher & Co., 2850 Golf Road ("Gallagher") with respect to the City's use of certain property owned by Gallagher for the purpose of conducting firefighter training.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rolling Meadows, Illinois, as follows:

Section 1. The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2. The corporate authorities hereby approve the *Hold Harmless and Indemnification Declaration* dated June 22, 2023, issued in favor of Gallagher, as attached hereto as Exhibit A, and further ratify the City Manager's prior execution of said Declaration.

Section 3. This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED this 11<sup>th</sup> day of July, 2023, pursuant to a roll call vote as follows.

AYES: Vinezeano, Boucher, Reyez, Koehler, O'Brien

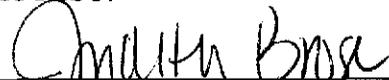
NAYS: 0

ABSENT: McHale, Budmats

APPROVED this 11<sup>th</sup> day of July, 2023.

  
\_\_\_\_\_  
Lara Sanoica, Mayor

ATTEST:

  
\_\_\_\_\_  
Judith Brose, Deputy City Clerk

**EXHIBIT A**

**Hold Harmless and Indemnification Declaration**

**INDEMNIFICATION AND HOLD HARMLESS DECLARATION**

THIS INDEMNIFICATION AND HOLD HARMLESS DECLARATION (“Declaration”) is made this 22<sup>nd</sup> day of JUNE, 2023, by the City of Rolling Meadows (“City”) in favor of 2950 Land Company LLC & Arthur J. Gallagher & Co., 2850 Golf Road, (“Gallagher”).

WITNESSETH:

WHEREAS, the City desires to use certain property located at 2550 Golf Road, Rolling Meadows, Illinois and owned by Gallagher (the “Property”), for the limited purpose of conducting firefighter training exercises at the Property; and

WHEREAS, Gallagher has agreed to allow the City to use the Property for firefighter training exercises, in consideration for the City agreeing to assume all risk and liability pertaining to the City’s use of the Property.

NOW, THEREFORE, IN CONSIDERATION OF Gallagher’s permitting the City to use the Property for firefighter training exercises, the City agrees as follows:

1. The recitals are hereby incorporated herein.
2. The City and its successors, agents, assigns or administrators, do hereby agree that the City is accepting all liability with respect to the use of the Property and agrees to indemnify, protect, defend and hold harmless from any and all liability, claims, damages, injuries, deaths, loss, demands, causes of action, proceedings, suits, costs, expenses, including attorneys’ fees, and judgments of whatever kind or nature arising out of or in any way related to or connected with, in whole or in part, the permitted use of the Property or any activity associated with the permitted use of the Property, including any and all claims advanced by the City’s employees, contractors, invitees or any other third party. If Gallagher, or one or more of its officials, agents, or employees (“Indemnified Party”), is made a party to any litigation arising out of a claim for which the City

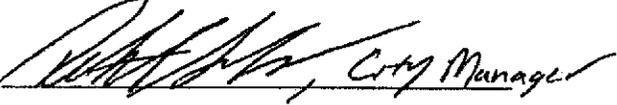
agrees that Gallagher shall not be liable for the City's use of the Property and that the City is required to indemnify and hold harmless under this Declaration, the City, shall, at its option, either defend, at the City's cost and expense, the Indemnified Party with counsel reasonably acceptable to the Indemnified Party; or pay all costs and reasonable attorneys' fees and expenses incurred or paid by such Indemnified Party in connection with such litigation through representation by counsel as chosen by the Indemnified Party.

3. The City agrees that it is accepting responsibility under this Declaration for use of the Property and the conduct of its employees in using the Property. The City accepts the Property, in "AS IS, WHERE IS" condition, agrees that the City is using the Property at its own risk and that Gallagher is not making any warranties or guarantees of any kind regarding the suitability or fitness for a particular purpose of the Property, and the City agrees to waive any claims, suits, actions and causes of action of any kind that it has or could have against the Indemnified Party relative to the Property, including, but not limited to, any claims or causes of action related to the maintenance and operation of the Property.

4. The City expressly understands and agrees that any insurance policies required by Gallagher shall in no way limit the responsibility to indemnify, keep and save harmless and defend Gallagher, its officials, agents and employees as herein provided.

5. The term of this Declaration and the indemnification provided herein shall be from June 25, 2023 through July 12, 2023.

CITY OF ROLLING MEADOWS

By:  City Manager