

RESOLUTION NO. 24-R-80

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ROLLING MEADOWS AND THE INVERNESS FIRE PROTECTION DISTRICT REGARDING THE SHARING OF FIRE APPARATUS

WHEREAS, the City of Rolling Meadows (“City”) and the Inverness Fire Protection District, an Illinois fire protection district (“District”) are units of local government as defined in the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), and have found it to be in their mutual best interests to share reserve fire apparatus for fire protection, dive team, rescue and other emergency purposes, as set forth hereinafter; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law; and

WHEREAS, the Illinois Municipal Code (65 ILCS 5/1-1-5) provides that the corporate authorities of a municipality may exercise jointly all powers that it possesses; and

WHEREAS, the Fire Protection District Act (70 ILCS 705/11a) provides that a fire protection district may contract for mutual aid to and from governmental units organized to furnish fire protection services; and

WHEREAS, the City and the District recognize the need to cooperate in maintaining their concern for public safety and have determined it is in their best interest to enter into an Intergovernmental Agreement to share reserve fire apparatus, as described the Intergovernmental Agreement, attached hereto; and

WHEREAS, in the opinion of the majority of the corporate authorities of the City of Rolling Meadows it is advisable, necessary and in the public interest that the City to enter into an Intergovernmental Agreement with the District.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Rolling Meadows, Cook County, State of 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: That the *Intergovernmental Agreement Between the City of Rolling Meadows and the Inverness Fire Protection District Regarding the Sharing of Fire Apparatus* (“Agreement”), attached hereto as Exhibit “A”, and incorporated herein, is hereby approved and the Mayor is hereby authorized to execute same on behalf of the City of Rolling Meadows, with such changes therein as may be approved by the Mayor and City Attorney, the execution thereof to constitute conclusive evidence of the approval of such changes, if any.

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

ADOPTED this 8th day of October, 2024, by the City Council of the City of Rolling Meadows on a roll call vote as follows:

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

NAYS: 0

ABSENT: 0

Approved this 8th day of October, 2024.



Lara Sanoica, Mayor

ATTEST:



Judith Brose, Deputy City Clerk

EXHIBIT A

Intergovernmental Agreement Between the City of Rolling Meadows and the Inverness Fire Protection District Regarding the Sharing of Fire Apparatus

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF ROLLING MEADOWS AND
THE INVERNESS FIRE PROTECTION DISTRICT
REGARDING THE SHARING OF FIRE APPARATUS**

This Agreement is made and entered on the last date set forth next to the signature of each party hereto, by and between the CITY OF ROLLING MEADOWS, an Illinois municipal corporation (the “City”) and the INVERNESS FIRE PROTECTION DISTRICT, an Illinois fire protection district (the “District”) collectively referred to as the “Parties,” which have approved this Agreement in the manner provided by law.

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 authorizes units of local government to cooperate with each other in order to accomplish common goals and objectives; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provides that any power or powers, privilege or authority exercised or which may be exercised by a public agency or this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency; and

WHEREAS, the Parties are units of local governments as defined in the Illinois Constitution and are public agencies pursuant to the Intergovernmental Cooperation Act; and

WHEREAS, the Illinois Municipal Code (65 ILCS 5/1-1-5) provides that the corporate authorities of a municipality may exercise jointly all powers that it possesses; and

WHEREAS, the Fire Protection District Act (70 ILCS 705/11a) provides that a fire protection district may contract for mutual aid to and from governmental units organized to furnish fire protection services; and

WHEREAS, the Parties recognize the need to cooperate in maintaining their concern for public safety; and

WHEREAS, each of the Parties owns various reserve fire apparatus for fire protection, dive team, rescue and other emergency purposes (“Reserve Apparatus”) which, when not being used by the owner of such Reserve Apparatus, may from time to time be borrowed and used by the other party to this Agreement; and

WHEREAS, the Parties hereto have determined that it is in the public interest to enter into this Agreement to share their respective Reserve Apparatus and enter into this Agreement to provide for the borrowing and use of such Reserve Apparatus by the Parties.

NOW THEREFORE, in consideration of the foregoing recitals and the following covenants, the adequacy and sufficiency of which are hereby acknowledged and agreed, the Parties agree as follows:

1. The Parties to this Agreement may borrow from the other party to this Agreement such Reserve Apparatus as is needed by the borrowing party and not then being used or otherwise committed as determined by the Fire Chief of the owner/lending party. The Fire Chief of the borrowing party must notify and obtain approval from the Fire Chief of the owner/lending party prior to taking temporary possession of such Reserve Apparatus. Such notice and approval must be in writing, with email communication being sufficient.
2. The Reserve Apparatus shall remain the property of and titled in the name of the owner/lending party.
3. Reserve Apparatus loaned by the owner/lending party pursuant to this Agreement shall be at no charge to the borrowing party unless other mutually acceptable arrangements have been agreed upon in writing between the Fire Chiefs of the Parties.

4. The borrowing party shall return the Reserve Apparatus promptly after use and in the same condition as when it was borrowed, except for ordinary wear and tear. The borrowing party shall be responsible for any and all damage incurred to the owner/lending party's Reserve Apparatus while being used by the borrowing party.

5. The borrowing party represents that only capable, experienced and qualified personnel will operate and use the owner/lending party's Reserve Apparatus.

6. With respect to the borrowing of Reserve Apparatus as provided in this Agreement, the borrowing party agrees to indemnify, release and hold the owner, including its elected and appointed officials and all other agents, representatives and employees, harmless from any and all liability, causes of action, suits, damages or demands of whatsoever nature arising out of the conduct of the borrowing party, its contractors, agents and/or employees (whether or not authorized) while they are using the owner/lending party's Reserve Apparatus. The borrowing party further agrees to reimburse the owner/lending party, its officers, agents, employees and servants for any and all attorney's fees and court costs incurred by any of such parties in defending any claim, cause of action, suit or demand for which indemnification has been agreed.

7. Any party borrowing Reserve Apparatus as provided for under this Agreement, hereby waives, releases, and discharges its rights of recovery against such owner/lending party, by subrogation or otherwise, for any loss and damage arising out of the operation or use of such Reserve Apparatus.

8. Both Parties shall continue to procure and maintain, at its own sole and exclusive expense, insurance coverage including Commercial General Liability with a minimum \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property

damage and contractual liability. Both Parties shall continue to procure and maintain on any vehicle owned by such respective party, Business Automobile Liability with a minimum \$1,000,000 combined single limit per accident for bodily injury and property damage and auto physical damage coverage for property damage to any owned vehicle, respectively. Each party is solely responsible for its own Workers' Compensation and Employers' Liability coverage, and if applicable, Emergency Medical Services Professional Liability coverage in amounts not less than \$1,000,000 combined single limit per occurrence, for the personnel who respond on any shared Reserve Apparatus. Both Parties shall provide to the other party on an annual basis a Certificate of Insurance reflecting the coverages and amounts contained herein.

9. The Fire Chiefs of the Parties hereto shall jointly develop operational protocols to direct the implementation of this Agreement. Each year that this Intergovernmental Agreement is in effect, the Fire Chiefs shall meet to review the operation of this Intergovernmental Agreement and to make recommendations to their respective corporate authorities as to any necessary amendments to or practices taken under this Agreement.

10. This Agreement shall remain in full force and effect for one year from the last date of the full execution hereof and automatically renews for one year terms unless or until it is terminated as provided for in this Section. Either party may terminate this Agreement upon delivery of a written notice to the other party at least thirty (30) days before the intended termination date. Such notice shall be either personally delivered or sent by certified mail.

11. This Agreement shall only be amended by a written instrument approved and signed by all parties hereto. Such amendment shall take effect immediately upon its execution.

12. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

13. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties, pursuant to proper and necessary authorization have executed this Agreement on the date shown below.

APPROVED AND ADOPTED on this _____ day of _____, 2024 by

CITY OF ROLLING MEADOWS

ATTEST:

By: _____
Mayor

By: _____
City Clerk

APPROVED AND ADOPTED on this _____ day of _____, 2024 by

**INVERNESS FIRE
PROTECTION DISTRICT**

ATTEST:

By: _____
President, Board of Trustees

By: _____
Secretary, Board of Trustees