

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF AN INTERGOVERNMENTAL AGREEMENT  
WITH PALATINE RURAL FIRE PROTECTION DISTRICT**

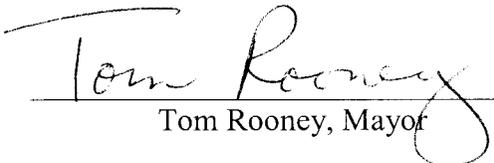
BE IT RESOLVED, that the Mayor and Deputy City Clerk are hereby authorized to execute and deliver on behalf of the City, an Intergovernmental Agreement with Palatine Rural Fire Protection District, a copy of which is attached hereto as Ex. "A".

AYES: Cannon, Allen, Judd, Banger, D'Astice, Larsen

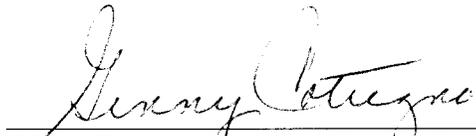
NAYS: 0

ABSENT: Buske

PASSED and APPROVED this 27th day of March, 2012.

  
Tom Rooney, Mayor

ATTEST:

  
Ginny Cotugno, Deputy City Clerk

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF ROLLING MEADOWS AND THE PALATINE  
RURAL FIRE PROTECTION DISTRICT  
REGARDING THE SHARING OF A TRAINING OFFICER  
AND BATTALION CHIEF**

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 Municipality (the “City”) and the PALATINE RURAL 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 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 Illinois Municipal Code (65 ILCS 5/11-6-1) provides for the City to enter into contracts for mutual aid with fire protection districts; and

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

**WHEREAS**, the Parties hereto have determined that it is in their best interest to enter into this Agreement to share a Training Officer and a Battalion Chief.

**NOW THEREFORE**, in consideration of the mutual covenants and undertakings contained herein, the Parties hereby enter into this Intergovernmental Agreement upon the following terms and conditions:

**Section One:** The Parties agree to share a Training Officer and a Battalion Chief as determined by the Fire Chiefs in accordance with the terms of this Agreement.

**Section Two:** The City shall provide the District with Battalion Chief coverage for all areas covered by Station 36.

**Section Three:** The Training Officer and Battalion Chief shall remain employees with the District and the City, respectively.

**Section Four:** The District and the City shall continue to provide salaries and all benefits as may be amended at their sole and exclusive expense, including but not limited to health insurance, life insurance, Workers' Compensation coverage, paid holidays, sick time, and vacation time.

**Section Five:** Each party agrees to accept complete responsibility for all of the acts and omissions of the Training Officer or Battalion Chief while they are under the control of the District or the City regardless of such acts and omissions. The Parties agree to indemnify and hold each other harmless for any and all claims, losses, damages or costs, including reasonable attorney's fees, whatsoever, claimed, resulting from or arising, in whole or in part, out of the acts or omissions of the Training Officer or

Battalion Chief while they are under the control of the District or the City, or the possession or use of the other Party's vehicle or vehicles under the provisions of or which emanate from the execution or performance of this Agreement, or which results from the claims of third parties.

**Section Six:** Each Party agrees to defend, indemnify and hold harmless the elected and appointed officials and all other agents, representatives and employees of the other Party, against any claim, suit or cause of action arising out of the negligence or willful misconduct of the Training Officer or the Battalion Chief while they are under the control of the District or the City. Each Party agrees to raise as defenses before any court all civil immunities provided by law.

**Section Seven:** The Fire Chiefs of the two Parties hereto shall jointly develop operational protocols to direct the implementation of this Agreement.

**Section Eight:** 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.

**Section Nine:** This Agreement shall remain in full force and effect from the last date of the execution hereof and automatically renews for a 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, return receipt requested.

**Section Ten:** 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.

**Section Eleven:** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

**Section Twelve:** Any notice of communication required or desirable under this Agreement shall be in writing and shall be deemed sufficiently given only if delivered in person or sent by telegram or certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to City:                      City of Rolling Meadows  
   3600 Kirchoff Road  
   Rolling Meadows, IL 60008  
   Attn: Barry Krumstok  
   City Manager

If to District:                    Palatine Rural Fire Protection District  
   35 N. Ela Road  
   Inverness, Illinois 60067  
   Attn: Hank Clemmensen, Fire Chief

or to such other person or address as the person entitled to such notice or communication may have specified in a notice duly given by the sender as provided herein. Such notice or communication shall be deemed to have been given as of the date so delivered, transmitted, or mailed.

**Section Thirteen:** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

**Section Fourteen:** This Agreement shall not be assigned without the written consent of the other Party.

**Section Fifteen:** This Agreement contains the entire understanding between the parties and supersedes any prior understanding and agreements between them respecting the within subject matter. There are no representations, agreements, or understandings, oral or written, by and among the parties hereto, relating to the subject matter of this Agreement, which are not fully expressed herein.

**Section Sixteen:** The invalidity of any provision of this Agreement shall not, in any manner, affect the validity of any other provision hereof and each and every provision of this Agreement shall be enforceable regardless of the invalidity, if any, of any other provision hereof.

**Section Seventeen:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original hereof and all of which together shall constitute one and the same instrument.

**Section Eighteen:** The provisions of sections 5 and 6 shall survive the termination of this Agreement.

**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 27<sup>th</sup> day of March, 2012 by

**CITY OF ROLLING MEADOWS**

By: Tom Rooney  
Tom Rooney, Mayor

**ATTEST:**

By: Ginny Cotugno  
Ginny Cotugno, Deputy City Clerk

**APPROVED AND ADOPTED** on this 27<sup>th</sup> day of March, 2012 by

**PALATINE RURAL FIRE PROTECTION DISTRICT**

**ATTEST:**

By: D. H. Jacobs  
President, Board of Trustees

By: J. R. R. R.  
Secretary, Board of Trustees