



AGENDA ITEM # 11C

**AGENDA ITEM EXECUTIVE SUMMARY
Village Board Meeting
November 11, 2019**

Item Title: Roselle Fire Protection District Intergovernmental Agreement

Staff Contact: Daniel Anderson, Fire Chief

VILLAGE BOARD ACTION

Adopt a resolution authorizing the execution of an Intergovernmental Agreement between the Village and the Roselle Fire Protection District #1.

Executive Summary:

The current IGA with the Fire District (“District”) expired on December 31, 2018, however the agreement contains a provision for three annual renewals if no action is taken on a successor agreement.

Staff has worked with the Fire District Trustees and attorney to develop a new agreement over the last six months. The only substantial change is alternative insurance language proposed by the District for Article 8 of the agreement. The District proposed language requesting to be named as additional insured on Village policies and elimination of the Indemnity article.

The proposed language changes were reviewed and determined to be acceptable by Village staff, IRMA and Village Counsel. The new Article 8 language is as follows:

“Each party, at its sole expense, shall provide Public Officials Liability insurance and General Liability insurance which shall include employment practices liability coverage. Each party’s General Liability coverage shall name the other as an additional insured. The Village shall provide: general liability insurance which shall be primary for routine daily operations; auto liability insurance; auto and property damage insurance for all owned and leased equipment and agrees, to the extent such coverage is legally available to have such insurance to protect all parties. Any increase in premiums from the Village’s insurance providers resulting from the provision of any of the available coverages for the Fire Protection District shall be included in the fire department’s portion of the Village’s budget and shall be paid pursuant to the provisions set forth in this agreement”.

Article 10, Indemnification/Hold Harmless was removed and the remaining articles renumbered.

The term on the new IGA will be January 1, 2020 through December 31, 2022.

All other provisions of the agreement remain intact.

Implications:

Is this item budgeted? Yes, the General Fund 2019 revenues reflect a Roselle Fire District payment of \$843,205.

Any other implications to be considered? Staff will continue to work with the Fire District to continue to identify opportunities to maintain or reduce expenditures for the District.

Attachments:

Resolution authorizing a new IGA
Intergovernmental Agreement

RESOLUTION NO. 2019-

**RESOLUTION AUTHORIZING EXECUTION OF
AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF ROSELLE AND
THE ROSELLE FIRE PROTECTION DISTRICT #1**

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Roselle, DuPage and Cook Counties, Illinois, that the "Intergovernmental Agreement between the Village of Roselle and Roselle Fire Protection District #1" (hereinafter "Fire IGA") attached hereto and incorporated herein as fully set forth as Exhibit 1:

1. Is hereby approved; and
2. The Mayor is authorized to sign and the Village Clerk is hereby directed to attest to the Mayors signature on the Fire IGA; and
3. The Village Administrator and Village Fire Chief, are hereby authorized and directed to undertake any and all actions to effectuate the Fire IGA in conformance with its terms. .

ADOPTED this 11th day of November, 2019

AYES:

NAYS:

ABSENT:

ATTEST:

Mayor

Village Clerk

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF ROSELLE
AND ROSELLE FIRE PROTECTION DISTRICT #1

THIS AGREEMENT made and entered into this ____ day of _____, 2019 between the Village of Roselle (hereinafter called the VILLAGE) and the Roselle Fire Protection District #1 (hereinafter called the DISTRICT) for the delivery of fire protection, equipment replacement, rescue services, emergency medical services, fire prevention services, and fire safety public education services (hereinafter called SERVICES) to the territories within the jurisdiction of the parties.

WHEREAS, the VILLAGE has responsibility for fire protection, advanced life support services, emergency medical services, fire prevention services, and fire safety public education services within the Village limits of Roselle;

WHEREAS, the DISTRICT has the statutory responsibility for fire protection, advanced life support services, emergency medical services, fire prevention services, and fire safety public education services in the DISTRICT'S entire geographic territory;

WHEREAS, the DISTRICT has requested the VILLAGE to deliver fire protection, advanced life support services, emergency medical services, fire prevention services, and fire safety public education services within the DISTRICT'S entire geographic territory;

WHEREAS, the VILLAGE and DISTRICT have been providing services for the VILLAGE and DISTRICT on a continuing basis and pursuant to various agreements and subject to differing terms and covenants for a substantial number of years;

WHEREAS, the DISTRICT and VILLAGE have agreed to a three year term for this Agreement to be, and to remain, applicable to all of the territory within the

DISTRICT during the three years, only terminable for cause, to enable them to engage in long term planning for the budgeting and provision of the services described herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, IT IS AGREED AS FOLLOWS:

1. The Recitals set forth above are incorporated herein as representing the intent of the Parties and as substantive terms and conditions of this Agreement. Where any recital is found to be inconsistent with any other term contained in the main body of this Agreement, the term in the main body shall control.

2. PROVISION OF SERVICES

From the effective date of this Agreement, the VILLAGE agrees to provide, and the DISTRICT shall accept, SERVICES within the entire territory of the DISTRICT. In exchange for the provision of Services, the DISTRICT agrees to compensate the VILLAGE for the SERVICES so rendered based upon the cost-sharing formula contained in Section 5. Building permit plan review services shall be provided by the VILLAGE through its contract with an independent contractor and based on the user fees described below for fire ordinance plan review so long as the same fees are charged to persons seeking fire ordinance plan review in the VILLAGE.

3. FIRE PERSONNEL

All Fire Personnel, excluding paramedics provided by the VILLAGE'S independent paramedic contractor, are employees of the VILLAGE. Their SERVICES are purchased by the DISTRICT from the VILLAGE. The Fire Chief shall have command authority over, and shall be responsible for, implementing the response to all fire alarms, rescue calls, EMS calls and other emergencies to which the Fire Department is summoned within the territory of the DISTRICT. The Chief, or his designee, shall have charge of firefighting and rescue operations. He shall also be responsible for the day-to-day management and administration of the DISTRICT operations, and shall be authorized to enforce all regulatory ordinances of the DISTRICT. The Fire Chief or designee will regularly attend any Joint VILLAGE/DISTRICT Fire Committee meetings and DISTRICT Board of Trustee meetings to provide information. The Fire Chief is not, and shall not be regarded as an employee of the DISTRICT.

4. ADOPTION OF VILLAGE FIRE CODES

The DISTRICT shall continue to use existing, and timely adopt directly or by reference, all amendments the VILLAGE makes to the VILLAGE'S Fire and Life Safety Codes in order to ensure consistent plan review and uniform enforcement of those standards in the VILLAGE and DISTRICT. The DISTRICT has adopted and shall maintain an ordinance requiring persons seeking plan review to pay the VILLAGE directly for the fire plan review at the same rate charged by the VILLAGE to persons seeking fire plan review in the VILLAGE. The VILLAGE may periodically update the fees imposed for these reviews over the course of the Agreement and will make the DISTRICT aware of any increases. The VILLAGE shall collect the fees.

5. COST FOR SERVICES

- A. For each calendar year of this Agreement, the DISTRICT shall pay the VILLAGE for all Services provided by the VILLAGE pursuant to this Agreement, the cost of said Services in an amount to be determined annually.
- B. The DISTRICT shall pay its pro rata share of the entire cost of Services incurred by the VILLAGE, which share shall be determined by the following formula:

Total District EAV divided by Total Combined EAV of the District and Village x 50% + Total District Calls divided by Total Combined Calls of the District and Village x 50% = Total District Percentage

Total District Percentage x Entire Cost of Services Incurred by the Village = District Pro Rata Share

For the purposes of this agreement, the phrase "cost of services" shall mean all General Fund costs attributed to the Fire Department, all Equipment Replacement Fund costs attributed to the Fire Department, and all Capital Improvement Fund costs attributed to the Fire Department.

- C. The Village's Finance Director shall, not later than the DISTRICT'S February meeting in any given year, provide the District with the Roselle Fire Department's adopted budget for the forthcoming year. For purposes of estimating the DISTRICT'S annual cost for services, the VILLAGE shall utilize actual EAV and number of calls from the last full calendar year it is available. For example, when estimating the District's 2016 cost for services, the VILLAGE will use actual EAV and number of calls from 2014.

- D. The VILLAGE shall bill the DISTRICT for the costs to provide Services to the DISTRICT in 12 equal monthly installments. Payments to the VILLAGE required by this agreement shall be made to the VILLAGE by the DISTRICT within 24 hours after the DISTRICT'S next regularly scheduled monthly meeting.
- E. The Village shall provide the DISTRICT with a final expenditure report indicating the amount paid by the DISTRICT for the preceding budget fiscal year, actual cost to the DISTRICT, and any overpayments or underpayments due by either party. That final expenditure report will be provided to the DISTRICT once the VILLAGE receives confirmation from the Counties of Cook and DuPage their preceding year's actual EAV and from the Fire Department their preceding year's actual number of calls. If actual budgeted costs for the previous budget fiscal year reflect DISTRICT payments exceeding its pro rata share of the cost of services after adjustment, then the VILLAGE shall reimburse the DISTRICT the amount of overpayment, without interest. If the DISTRICT'S payments prove to have been less than the DISTRICT'S actual pro rata share of the cost of Services, the VILLAGE shall notify the DISTRICT in writing the amount due from it and the DISTRICT shall pay the VILLAGE the amount of underpayment.
- F. Pertinent Fire Department records will be made available for inspection by the DISTRICT officials, or their representatives, upon written request, except personnel and medical files. The VILLAGE will fully cooperate with all audit requirements of the DISTRICT insofar as these records are concerned. Upon request, the VILLAGE will provide budget updates.
- G. The DISTRICT shall provide to the VILLAGE financial reports on at least a quarterly basis; an annual financial report; the DISTRICT'S tax levy ordinance; budget and appropriations ordinance; bank statements and minutes of all meetings, including treasurer's reports, within seven (7) days after they are approved.

6. ANNUAL BUDGET REVIEW

Not later than 30 days prior to December of the Village's current fiscal year, the VILLAGE and DISTRICT shall review the Fire Department's proposed budget for the subsequent fiscal year. This annual review of the proposed budget will allow the VILLAGE and DISTRICT the opportunity to address any areas of concern regarding the proposed operating, equipment replacement, and capital improvement budgets for the next fiscal year. The VILLAGE, in its sole and absolute direction, shall determine the operating,

equipment replacement, and capital improvement budgets for Fire Department services.

7. USE OF FIRE AND EMS APPARATUS / EQUIPMENT

The VILLAGE will purchase all vehicles, apparatus, and equipment (herein after "Equipment") for use by the VILLAGE in providing the SERVICES. The VILLAGE will hold title to all vehicles, apparatus, and equipment. Any personal property owned by the DISTRICT and used strictly for administrative purposes shall remain the sole and exclusive property of the DISTRICT.

8. INSURANCE

Each party, at its sole expense, shall provide Public Officials Liability insurance and General Liability insurance which shall include employment practices liability coverage. Each party's General Liability coverage shall name the other as an additional insured. The Village shall provide: general liability insurance which shall be primary for routine daily operations; auto liability insurance; auto and property damage insurance for all owned and leased equipment and agrees, to the extent such coverage is legally available to have such insurance to protect all parties. Any increase in premiums from the Village's insurance providers resulting from the provision of any of the available coverages for the Fire Protection District shall be included in the fire department's portion of the Village's budget and shall be paid pursuant to the provisions set forth in this agreement.

9. TERMINATION OR NON-RENEWAL

A. This Agreement shall take effect on January 1, 2020 and may terminate on December 31, 2022 without cause so long as the terminating party has provided 12 months written notice of termination to the other party or earlier only for cause. In all other respects, paragraph 9 shall remain in full force and effect. Cause shall mean a material breach of a term of this Agreement which is not cured by the breaching party within fourteen days written notice of breach by the other party. If the Agreement is not terminated for cause, or if there is no 12 month written notice of termination, the Agreement shall automatically be extended for single successive years up to a maximum of three (3) additional years at which time it shall terminate unless extended in a mutual writing by the parties.

B. Up and until termination date, the parties will cooperate so not as to adversely affect the provision of fire protection and emergency services or any other service described in this agreement to the VILLAGE and DISTRICT.

- C. Upon termination, the VILLAGE and DISTRICT shall reconcile accounts by prorating any sums due the other as of the effective date of termination. Should the VILLAGE or DISTRICT disagree with proposed proration of the other, the matter shall be first submitted to non-binding mediation with a mediator mutually agreeable to the VILLAGE and the DISTRICT. Each party shall bear all costs and expenses associated with the mediation. The VILLAGE and DISTRICT shall equally split the cost of the mediation.
- D. Other than reconciling accounts, or other monies not paid from the DISTRICT to the VILLAGE, under the terms of Section 5 of this Agreement, neither the VILLAGE nor DISTRICT shall be entitled to any monies, damages, costs or expenses from the other as the result of a termination. If the DISTRICT terminates this Agreement without cause before December 31, 2022 it shall remain liable to the VILLAGE for payments under the terms of Sections 5 and 6 of this Agreement.
10. All parties have had the opportunity to have counsel review and participate in the preparation and modification of this Agreement. No party shall assert the position and hereby waives any defense or claim, that an ambiguity created by a drafter should be interpreted against the drafter's client.
11. All prior negotiations or agreements between the parties with regard to the issues recited herein are hereby incorporated in and are part of this Agreement. There are no other understandings or agreement between the parties with regard to the issues recited herein.
12. This Agreement may only be modified or amended in writing executed by all the parties. Notices under this agreement shall be deemed properly given if in writing and hand delivered, faxed or emailed to the parties' representatives at the addresses provided below. Notices shall be deemed delivered on the second day after they are hand delivered and on the third day after they are faxed or e-mailed.

Jeffrey O'Dell, Village Administrator
Village of Roselle
31 S. Prospect Street
Roselle, IL 60172 630-671-2808
jodell@roselle.il.us

13. Nothing contained in or implied by any provision of this Agreement shall constitute a waiver or relinquishment by any party of defenses, rights, privileges, or immunities afforded it under applicable law including, but not limited to, the Illinois Local Governmental and Governmental Employees Tort Immunity Acts. There are no third party beneficiaries of this Agreement.

IN WITNESS WHEREOF, the VILLAGE has caused this Agreement to be executed by the Village President and attested by the Village Clerk and the official seal of the VILLAGE to be hereunto affixed, and the DISTRICT has caused this Agreement to be executed by its President and attested by its Secretary and the DISTRICT'S official seal to be hereunto affixed, as of the day and year first above written.

**ROSELLE FIRE PROTECTION
DISTRICT NO. 1**

VILLAGE OF ROSELLE

Rober Nogan, President

Andrew J. Maglio, Mayor

Attest: _____
Andrew Lauk, Secretary

Attest: _____
Patricia Burns, Village Clerk