

RESOLUTION NO. 2022-R-01

A RESOLUTION AUTHORIZING THE WEST CHICAGO FIRE PROTECTION DISTRICT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF WEST CHICAGO

WHEREAS, the Board of Trustees hereinafter (the "Board") of the West Chicago Fire Protection District, DuPage and Kane Counties, Illinois, hereinafter (the "District") has the duty and authority to enter into contracts; and

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, 5 ILCS 220/3 entitled the "Intergovernmental Cooperative Act," provides that any power or powers, privilege or authority exercised or which may be exercised by a public agency may be exercised, transferred, combined and enjoyed jointly with any other public agency; and

WHEREAS, the District and the City of West Chicago (hereinafter "the City") as units of local government, are both public agencies as defined by statute; and

WHEREAS, the Board has determined that it is in the best interest of the District to enter into an Intergovernmental Agreement with the City to provide for the installation and maintenance of emergency vehicle preemption equipment within the District

NOW THEREFORE, BE IT RESOLVED, by the Board of Trustees of the West Chicago Fire Protection District, DuPage and Kane Counties, Illinois, as follows:

Section One: The President and Secretary of the District's Board of Trustees are authorized to enter into an Intergovernmental Agreement with the City in substantially the same form as the "Agreement" attached hereto and made a part hereof as **Exhibit 1**.

Section Two: This Resolution shall be in full force and effect upon its adoption and shall supersede any agreement, resolution, or motion in conflict with any part herein, any such agreement, resolution, or motion or part thereof is hereby repealed.

ADOPTED this 27th day of January, 2022 by a roll call vote as follows:

AYES: 4 - Bratcher, Grobe, Usedom, Campos

NAYS: 0 - NONE

ABSENT: 0 - NONE

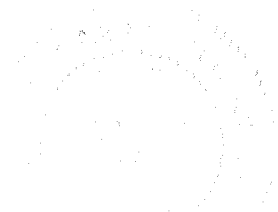
Charles Bratcher

President, Board of Trustees
West Chicago Fire Protection District

ATTEST:

James Grobe

Secretary, Board of Trustees
West Chicago Fire Protection District



STATE OF ILLINOIS)
)
DUPAGE COUNTY) SS

SECRETARY'S CERTIFICATE

I, James Garbe, the duly qualified and acting Secretary of the Board of Trustees of the West Chicago Fire Protection District, DuPage and Kane Counties, Illinois, do hereby state that attached hereto is a true and correct copy of a Resolution entitled:

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which Resolution was duly adopted by said Board of Trustees at a meeting held on the 27th day of January, 2022.

I do further certify that a quorum of said Board of Trustees was present at said meeting, and that the Board complied with all requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of January, 2022.



Secretary, Board of Trustees
West Chicago Fire Protection District



**CITY OF WEST CHICAGO/WEST CHICAGO FIRE PROTECTION DISTRICT
INTERGOVERNMENTAL AGREEMENT
FOR INSTALLATION AND MAINTENANCE
OF VEHICLE PREEMPTION EQUIPMENT**

THIS INTERGOVERNMENTAL AGREEMENT, made this 27th day of JANUARY 2021, 22 between the City of West Chicago, a body corporate and politic in the State of Illinois ("City") and the West Chicago Fire Protection District, a body corporate and politic in the State of Illinois ("District")(collectively referred to as the "Parties"),

WITNESSETH:

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize 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, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities and further authorize units of local government to contract and otherwise associate with individuals, associations and corporations in any manner not prohibited by any law or by ordinance; and

WHEREAS, the City and the District are units of local government, as that term is defined in the Illinois Constitution, and are public agencies, as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*; and

WHEREAS, certain traffic intersections existing in the City are equipped with vehicle preemption equipment which enables first-response vehicles to request signal preemption to allow prompt emergency response; and

WHEREAS, the City is currently responsible for maintaining the vehicle preemption equipment at designated intersections in the City; and

WHEREAS, the Illinois Department of Transportation ("IDOT") is installing a new traffic signal at Illinois Route 59 and Gary's Mill Road, which the Parties intend to be equipped with vehicle preemption equipment; and

WHEREAS, for continued maintenance of equipment installed at designated intersections, and to provide for initial purchase and installation of equipment at the new signalized intersection and for installations of equipment to be made in the future, the Parties have determined it is in their best interests and in the interests of the residents they serve to enter into this Intergovernmental Agreement.

NOW, THEREFORE, pursuant to their powers of intergovernmental cooperation and in consideration of the foregoing premises and the mutual promises, agreements, covenants, and grants hereinafter made, IT IS MUTUALLY AGREED between the City and the District, as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are incorporated herein by reference as if fully set forth.

Section 2. Term. This Agreement shall commence on the 1st day of January, 2022 and shall terminate at 12:00 o'clock midnight on 31st day of December, 2041. This term may be extended pursuant to the written agreement of the Parties.

Section 3. City Responsibilities.

3.1 The City is currently and will continue to be solely financially responsible for, and shall for the term of this Agreement, remain solely responsible for the cost of the monthly/quarterly maintenance costs as well as routine maintenance associated with the vehicle preemption equipment at the following locations:

- a. Main Street/Wilson Avenue
- b. Main Street/ Washington Street
- c. IL 64 and IL 59
- d. IL 64 and Powis Road
- e. IL 64 and Atlantic Drive
- f. IL 64 and the entrance to the St. Andrew's Square Shopping Center/Theresa Lane
- g. IL 64 and Prince Crossing Road
- h. Geneva Road and Prince Crossing Road
- i. IL 59 and Diversey Parkway
- j. IL 59 and Ingalton Avenue
- k. IL 59 and Hawthorne Lane
- l. IL 59 and James Avenue
- m. IL 59 and Washington Street/Geneva Road
- n. IL 59 and Main Street
- o. IL 59 and Dayton Avenue/Sarana Drive
- p. IL 59 and Browning Way
- q. IL 59 and Forest Avenue
- r. IL 38 and Joliet Street
- s. IL 38 and Washington Street/Fabyan Parkway
- t. IL 38 and Kress Road.

3.2 Any costs associated with required upgrades/replacements for the signals listed in Section 3.1 shall be split evenly between the City and the District.

3.3 Following installation of vehicle preemption equipment at IL 59 and Gary's Mill Road, the City shall assume sole responsibility for all future monthly/quarterly maintenance costs associated with this equipment.

3.4 In the future, should any traffic intersection not listed herein be equipped with vehicle preemption equipment, following such installation, the City shall assume sole responsibility for all future monthly/quarterly maintenance costs associated with this equipment.

Section 4. District Responsibilities.

4.1 The District is currently and will continue to be financially responsible for reimbursing the City for the vehicle preemption equipment at Main Street/Wilson Avenue and Main Street/ Washington Street.

4.2 Following IDOT installation of the new traffic signal at IL 59 and Gary's Mill Road, the District shall be solely responsible for the cost of acquisition of the vehicle preemption equipment and its initial installation.

4.3 In the future, should any traffic intersection not listed herein be deemed to require vehicle preemption equipment, the District shall be solely responsible for the cost of acquisition of the vehicle preemption equipment and its initial installation.

4.4 For signals being maintained by the City, the District should report any maintenance issues to the Director of Public Works or his designee as soon as a problem is identified.

Section 5. Parties Agreement on Equipment Installation. For purposes of traffic intersections not identified herein, the Parties shall agree in writing as to the need for installation of vehicle preemption equipment prior to its acquisition and installation. Should agreement not be reached, the Party determining such equipment is necessary shall be solely responsible for its acquisition, installation and future maintenance.

Section 6. Default. Any Party, in breach of this Agreement, shall have thirty (30) days to cure such breach after service of notice of such by the non-breaching Party. If the breach is not cured within such time, the breaching Party shall be deemed in default of this Agreement, and the non-breaching Party shall have any and all legal, equitable, and administrative remedies available to it against the breaching Party on account of said default. The breaching Party shall be obligated to pay all reasonable attorney's fees, court costs, witness fees and expenses, and other expenses of the non-breaching Party relating to an action of any kind by the non-breaching Party to enforce this Agreement.

Section 7. Miscellaneous.

7.1 This Agreement constitutes the entire agreement and understanding of the Parties with respect to this matter and supersedes all prior understandings and agreements.

7.2 All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, mailed by certified or registered mail, or emailed to the appropriate addresses indicated below:

TO THE CITY:

Michael L. Guttman
City Administrator
City of West Chicago
475 Main Street
West Chicago, IL 60185
mguttman@westchicago.org

With Copy to: Patrick K. Bond

City Attorney
Bond, Dickson & Conway
400 S. Knoll Street, Unit C
Wheaton, IL 60187
patrickbond@bond-dickson.com

TO THE DISTRICT:

Patrick Tanner
Fire Chief
West Chicago Fire Protection District
200 Freemont Street
West Chicago, IL 60185
ptanner@wegofpd.org

With Copy to: Joseph Miller

Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
1804 N Naper Blvd #350
Naperville, IL 60563

7.3 This Agreement may be amended at any time, provided such amendment is in writing and approved by the corporate authorities of both Parties.

7.4 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties as if they were parties to this Agreement.

7.5 Neither Party shall have the right to assign this Agreement without the prior written consent of the other Party.

7.6 The invalidity of any provision of this Agreement shall not render invalid any other provision herein. If for any reason any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severed, and this Agreement shall remain in full force and effect with that provision severed or modified by court order.

7.7 The failure of any Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions contained herein, shall not constitute, or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.


7.8 This Agreement shall be governed, interpreted and construed according to the laws of the State of Illinois. Any dispute relative to this Agreement shall be brought in the 18th Judicial Circuit, Wheaton, DuPage County, State of Illinois.


7.9 This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document. A signature affixed to his Agreement and provided via email shall be deemed an original signature.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first above written.

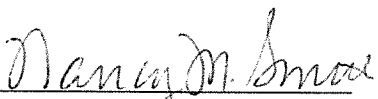
CITY OF WEST CHICAGO


WEST CHICAGO FIRE PROTECTION DISTRICT

BY: 
Mayor

BY: 
President

ATTEST:

BY: 
City Clerk

BY: 
Secretary

