

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE) ss

SECRETARY'S CERTIFICATE

I, **Laurie K. Kagann**, the duly qualified and acting Secretary of the Board of Trustees of the Lisle-Woodridge Fire Protection District, DuPage and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of an Ordinance entitled:

ORDINANCE NO. 08-01

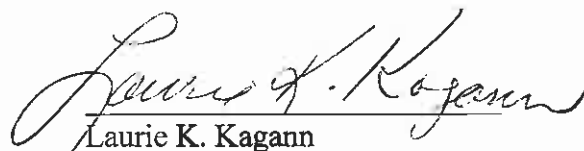
**AN ORDINANCE ESTABLISHING AN INTERGOVERNMENTAL AGREEMENT
REGARDING THE MAINTENANCE AND REPAIR
OF FIRE VEHICLES AND APPARATUS**

which ordinance was duly adopted by said Board of Trustees at a regular meeting held on the 22nd day of April, 2008.

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

IN WITNESS WHEREOF, I have hereunto set my hand this 22nd day of April, 2008.

(seal)


Laurie K. Kagann
Secretary, Board of Trustees

ORDINANCE NO. 08-01

**AN INTERGOVERNMENTAL AGREEMENT REGARDING THE
MAINTENANCE AND REPAIR OF FIRE VEHICLES AND APPARATUS**

WHEREAS, the Board of Trustees (the “Board”) of the Lisle-Woodridge Fire Protection District, DuPage and Will Counties, Illinois, (the “District”) has the duty and authority to enter into intergovernmental agreements; 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, 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, 5 ILCS 220/2 defines a public agency as “any unit of local government;” and

WHEREAS, the Parties are units of local government 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 705/1) provides that a fire protection district board may enter into contracts for the proper management and conduct of the business of the board; and

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

WHEREAS, the Parties to this Agreement recognize that the Lisle-Woodridge Fire District employs trained personnel able to perform maintenance and repairs on fire department vehicles and apparatus; and

WHEREAS, the Customer wishes to avail itself of the vehicular and apparatus maintenance and repair services provided by the Lisle-Woodridge Fire District Fleet Services; and

WHEREAS, the Parties hereto have determined that it is in their respective best interests to enter into an Agreement to permit the Lisle-Woodridge Fire District Fleet Services to repair the Customer's firefighting vehicles, apparatus and equipment on an ongoing basis for a fee.

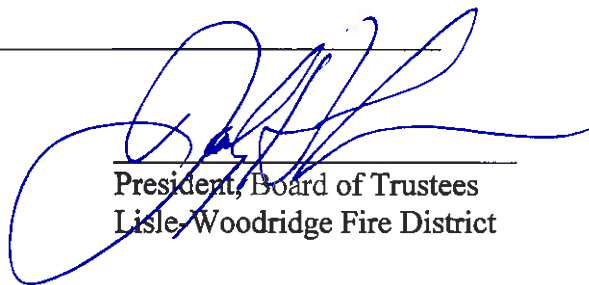
NOW, THEREFORE, Be it Ordained, the Parties hereby enter into this Intergovernmental Agreement (**EXHIBIT A**) upon following the terms and conditions set forth within.

ADOPTED this 22nd day of April, 2008, by a roll call vote.

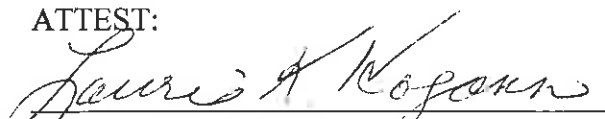
AYES: 4 (Kagann, Fisher, Urasky, Lawrence) _____

NAYS: 0 _____

ABSENT: 1 (Hantsch) _____



President, Board of Trustees
Lisle, Woodridge Fire District

ATTEST:


Secretary, Board of Trustees
Lisle-Woodridge Fire District

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT REGARDING THE MAINTENANCE AND REPAIR OF FIRE VEHICLES AND 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 Lisle-Woodridge Fire District, DuPage and Will Counties, Illinois, an Illinois fire protection district , and _____, and Illinois (municipality or fire protection district) (the “Customer”) both of which have approved this Agreement in the manner provided by law.

Section One: Customer hereby approves the periodic use of LWFD Fleet Services for the repair and maintenance of Customer vehicles, apparatus and equipment. The following persons shall be authorized to initiate repair work to be performed by LWFD Fleet Services for Customer:

Section Two: LWFD will assess service fees (including hourly labor rates, parts, shop charges and travel charges) as applicable to maintain or repair the Customer’s vehicles. (See attached Rate Fee Schedule for the listing of the current hourly labor rates). LWFD agrees to provide Customer with an estimate of the total cost of work prior to the ordering of any parts.

Section Three: Customer understands that LWFD Fleet Service is primarily responsible for the repair and maintenance of the vehicles, apparatus and equipment of the Lisle-Woodridge Fire District. There may be occasions that LWFD Fleet Service will

be delayed in performing a Customer repair in order to first complete repairs on a LWFD vehicle.

Section Four: Customer agrees to pay the LWFD Fleet Service invoices for repairs pursuant to the terms of the Local Government Prompt Payment Act (50 ILCS 505/3) and pay LWFD Fleet Services an interest penalty of one percent (1%) of any unpaid amount balance for each month beginning 30 days after Customer's receipt of the invoice. In the event that the Customer defaults in any of its obligations to LWFD, the Customer shall pay LWFD reasonable attorneys' fees, costs and expenses expended by LWFD to collect the amount owed.

Section Five: LIMITED WARRANTIES. The LWFD Fleet Services warrants its workmanship for thirty (30) days. Warranties on parts and materials, if any, shall only be so long as the warranties provided by the manufacturers. All other warranties, express or implied, or any other representations, promises or statements are hereby disclaimed and disavowed by LWFD Fleet Services.

Section Six: In no event shall LWFD be liable for any damages in an amount exceeding the monies paid by Customer to LWFD for labor, parts, and materials expended. Customer hereby waives any and all claims for consequential damages or punitive damages from LWFD, its officers, employees and agents.

Section Seven: Each Party to this Agreement shall continue to procure and maintain, at its sole and exclusive expense, insurance coverage including comprehensive liability, contractual liability, personal injury, and property damage with such limits of coverage and deductibles as are prudent and reasonable for the protection of its own vehicles, apparatus, equipment or facilities. LWFD is solely responsible for its own

workers compensation coverage. Customer agrees that its insurance coverage in its vehicles shall be considered to be the primary coverage for those vehicles for all purposes.

Section Eight: In the event that Customer cancels a repair job after parts and/or materials are ordered, Customer is responsible to pay LWFD a restocking fee of twenty-five (25%) of the cost of returnable parts and materials and one hundred percent (100%) of the cost of unreturnable parts and materials.

Section Nine: 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 Party's own negligence, willful, wanton, or intentional acts and/or omissions under this Agreement. Each Party agrees to raise as defenses before any court any respective governmental tort immunities provided by law.

Section Ten: This Agreement shall remain in full force and effect from the last date of the 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, return receipt requested.

Section Eleven: 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. This Agreement shall be binding upon any successors or assigns to either Party to this Agreement.

Section Twelve: This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois. The forum for any legal disputes between LWFD and Customer shall be DuPage County, Illinois.

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

ENTERED INTO ON THIS _____ DAY OF _____, 20__ BY

LISLE-WOODRIDGE FIRE PROTECTION DISTRICT

Name: _____

Signed: _____

Title: _____

ENTERED INTO ON THIS _____ DAY OF _____, 20__ BY

CUSTOMER _____

Name: _____

Signed: _____

Title: _____

Lisle-Woodridge Fire District Current Hourly Rate Fee Schedule

In house (our facility): (\$75.00/hour)

- Performed at our vehicle repair facility
- Preventative maintenance
- Safety inspections
- Pump inspection and repair
- Brakes
- Engine work
- Basic transmission repair
- Diagnostic services for the engine, transmission, etc.
- Air conditioning

In the field (your facility): (\$85.00/hour)

- A/C repair, recovery, recharging
- Some diagnostic work
- Vehicle rewiring
- Most minor to moderate repairs
- Road service is also offered for breakdowns

***Breakdown/ Emergency Service and Travel charges will be billed at a rate reflective of the actual cost to supply technicians/ equipment.**

***Prices are subject to change. Parties will be informed in writing of any rate changes before they go into effect.**