

STATE OF ILLINOIS)
COUNTIES OF DUPAGE) SS
AND WILL)

SECRETARY'S CERTIFICATE

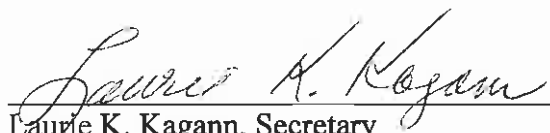
I, Laurie K. Kagann, the duly qualified and acting Secretary of the Board of Trustees of the Lisle-Woodridge Fire Protection District of DuPage and Will Counties, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of a Resolution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

RESOLUTION NO.10-02

**RESOLUTION ESTABLISHING AN INTERGOVERNMENTAL AGREEMENT WITH
THE CITY OF NAPERVILLE FOR RESOURCE SHARING**

Which Resolution was duly adopted by said Board of Trustees at a regular meeting held on the 23rd day of March 2010, at which a quorum was present.

IN WITNESS WHEREOF, I have hereunto set my hand this 23rd day of February 2010.



Laurie K. Kagann, Secretary
Lisle-Woodridge Fire Protection District

(SEAL)

RESOLUTION NO. 10-02

**RESOLUTION ESTABLISHING AN INTERGOVERNMENTAL AGREEMENT WITH
THE CITY OF NAPERVILLE FOR RESOURCE SHARING**

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois provides that units of local government may enter into agreement to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law or ordinance, and

WHEREAS, the purposes of the Illinois Intergovernmental Cooperation Act and Article VII, Section 10 of the Illinois Constitution include fostering cooperation between units of local government in planning and providing services to their constituents; and

WHEREAS, Pursuant to the Illinois Intergovernmental Cooperation act (5 ILCS 220/1 et seq), the City and the District may contract to jointly exercise, combine, transfer and enjoy any powers or privileges, functions or authority except where specifically and expressly prohibited by law; and

WHEREAS, Naperville and Lisle-Woodridge are adjacent jurisdictions that could benefit from sharing resources in certain circumstances; and

WHEREAS, Naperville and Lisle-Woodridge recognize the desirability of providing ambulance services to their respective communities in a manner that provides the most timely, efficient and cost effective service delivery for all their respective citizens; and

WHEREAS, the sharing of resources, including personnel, equipment and property, could improve response times, emergency services and reduce costs; and

WHEREAS, the Parties have determined that it is in their mutual best interests to enter into an agreement in order to share resources;

NOW THEREFORE, upon consideration of the mutual promises contained herein and upon the further consideration of the recitals hereinabove set forth, it is hereby agreed between Naperville and Lisle-Woodridge as follows:

1. **SHARING RESOURCES.** The parties hereby agree, that when the Naperville Fire Department and Lisle Woodridge Fire Protection District are staffed with one firefighter paramedic above the minimum designated daily staffing, the City of Naperville and Lisle may combine the two positions for the purpose of staffing an additional ambulance to be

located at 2505 Green Trails Drive, Lisle, IL 60532, and pursuant to the terms and conditions contained in this Agreement. When the parties combine the two positions (hereinafter referred to as "combined unit"), the ambulance used shall be a reserve Naperville ambulance or a Lisle reserve ambulance, alternately every month. The combined unit shall operate within the geographic areas of Naperville and Lisle that is mutually agreed to by both jurisdictions and designed in a manner that provides the most equitable emergency coverage for both jurisdictions. Exhibit A is a general depiction of the geographic area.

2. **CONTINUATION OF MABAS.** This agreement shall not replace any mutual or automatic aid agreements currently in place by the Mutual Aid Box Alarm System (MABAS) that is currently utilized and accepted by both jurisdictions.
3. **TERMINATION.** Each jurisdiction may at any time request to be withdrawn from this intergovernmental agreement by way of written notice.
4. **INDEMNIFICATION.** The City shall indemnify, hold harmless and defend the District and its elected officials, officers, employees or agents from and against all liability, claims, demands and causes of action arising out of or related to any loss, damage, injury, death or loss or damage to property resulting from the City's performance of or failure to perform this Agreement.

The District shall indemnify, hold harmless and defend the City and its elected officials, officers, employees or agents from and against all liability, claims, demands and causes of action arising out of or related to any loss, damage, injury, death or loss or damage to property resulting from the District's performance of or failure to perform this Agreement.
5. **SEVERABILITY.** In the event any provision of this Agreement is held to be unenforceable for any reason, the enforceability thereof shall not affect the remainder of the Agreement which will remain in full force and effect and shall be enforceable in accordance with its terms.
6. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance and venue shall be appropriate in the Eighteenth Judicial Circuit, DuPage County, Illinois.

THE PARTIES by their signatures acknowledge they have read and understand this Amendment to the Agreement as set forth above and agree and intend to be bound by its terms.

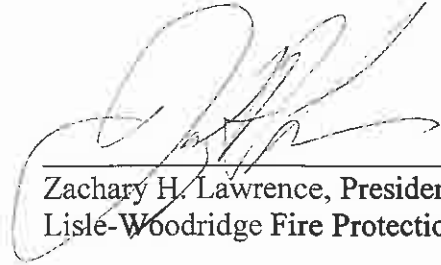
Nothing in the terms of this Intergovernmental Agreement shall be deemed or construed to supersede, replace or eliminate the terms and conditions of the Collective Bargaining Agreement of the City or the District, respectively.

Adopted this 23rd day of March 2010, by a roll call vote as follows:

AYES: 5 (Kagann, Urasky, Filipello, Fisher, Lawrence)

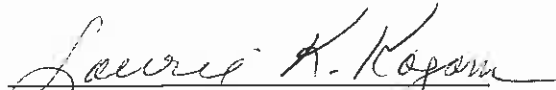
NAYS: 0

ABSENT: 0



Zachary H. Lawrence, President
Lisle-Woodridge Fire Protection District

ATTEST:



Laurie K. Kagann, Secretary
Lisle-Woodridge Fire Protection District

COPY

RESOLUTION NO. 10 - 023

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE LISLE WOODRIDGE FIRE PROTECTION DISTRICT AND THE CITY OF NAPERVILLE FOR RESOURCE SHARING

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NAPERVILLE, DUPAGE AND WILL COUNTIES, ILLINOIS, in exercise of its home rule authority as follows:

SECTION 1: The Intergovernmental Agreement between the Lisle Woodridge Fire Protection District and the City of Naperville for Resource Sharing, attached hereto as Exhibit A, is hereby approved.

SECTION 2: The City Manager is authorized to sign and the City Clerk to attest to the attached Intergovernmental Agreement.

SECTION 3: This Resolution shall be in full force and effect upon its passage and approval.

ADOPTED this 20th day of April, 2010.

AYES: MILLER, PRADEL, BRODHEAD, FIESELER, FURSTENAU,
HINTERLONG, KRAUSE

NAYS: NONE

ABSENT: BOYAJIAN, WEHRLI

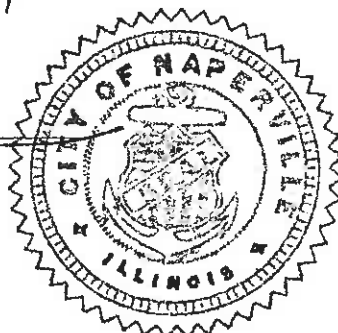
APPROVED this 22nd day of April, 2010.

A. George Pradel

A. George Pradel
Mayor

ATTEST:

Pam LaFeber
Pam LaFeber, Ph.D.
City Clerk



**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
LISLE WOODRIDGE FIRE PROTECTION DISTRICT AND THE CITY OF
NAPERVILLE FOR RESOURCE SHARING**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter "Agreement") is entered as of the 23rd day of March, 2010 by and between the City of Naperville, a municipal corporation and home rule unit of government (hereinafter "City"), with its principal office located at 400 South Eagle Street, Naperville, Illinois 60540, and Lisle-Woodridge Fire Protection District (hereinafter "District") an Illinois municipal corporation with its principal office located at 1005 School Street, Lisle, Illinois 60532 (hereinafter also referenced as "Parties" collectively).

RECITALS

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois provides that units of local government may enter into agreement to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law or ordinance, and,

WHEREAS, the purposes of the Illinois Intergovernmental Cooperation Act and Article VII, Section 10 of the Illinois Constitution include fostering cooperation between units of local government in planning and providing services to their constituents; and

WHEREAS, Pursuant to the Illinois Intergovernmental Cooperation act (5 ILCS 220/1 et seq), the City and the District may contract to jointly exercise, combine, transfer and enjoy any powers or privileges, functions or authority except where specifically and expressly prohibited by law; and

WHEREAS, Naperville and Lisle-Woodridge are adjacent jurisdictions that could benefit from sharing resources in certain circumstances; and

WHEREAS, Naperville and Lisle-Woodridge recognize the desirability of providing ambulance services to their respective communities in a manner that provides the most timely, efficient and cost effective service delivery for all their respective citizens; and

WHEREAS, the sharing of resources, including personnel, equipment and property, could improve response times, emergency services and reduce costs; and

WHEREAS, the Parties have determined that it is in their mutual best interests to enter into an agreement in order to share resources;

NOW THEREFORE, upon consideration of the mutual promises contained herein and upon the further consideration of the recitals hereinabove set forth, it is hereby agreed between Naperville and Lisle-Woodridge as follows:

1. **SHARING RESOURCES.** The parties hereby agree, that when the Naperville Fire Department and Lisle Woodridge Fire Protection District are staffed with one firefighter paramedic above the minimum designated daily staffing, the City of Naperville and Lisle may combine the two positions for the purpose of staffing an additional ambulance to be located at 2505 Green Trails Drive, Lisle, IL 60532, and pursuant to the terms and conditions contained in this Agreement. When the parties combine the two positions (hereinafter referred to as "combined unit"), the ambulance used shall be a reserve Naperville ambulance. A Lisle reserve ambulance shall be the secondary unit used in the event that the Naperville ambulance is unavailable. The combined unit shall operate within the geographic areas of Naperville and Lisle that is mutually agreed to by both jurisdictions and designed in a manner that provides the most equitable emergency coverage for both jurisdictions. Exhibit A is a general depiction of the geographic area.
2. **CONTINUATION OF MABAS.** This agreement shall not replace any mutual or automatic aid agreements currently in place by the Mutual Aid Box Alarm System (MABAS) that is currently utilized and accepted by both jurisdictions.
3. **TERMINATION.** Each jurisdiction may at any time request to be withdrawn from this intergovernmental agreement by way of written notice.
4. **INDEMNIFICATION.** The City shall indemnify, hold harmless and defend the District and its elected officials, officers, employees or agents from and against all liability, claims, demands and causes of action arising out of or related to any loss, damage, injury, death or loss or damage to property resulting from the City's performance of or failure to perform this Agreement.

The District shall indemnify, hold harmless and defend the City and its elected officials, officers, employees or agents from and against all liability, claims, demands and causes of action arising out of or related to any loss, damage, injury, death or loss or damage to property resulting from the District's performance of or failure to perform this Agreement.

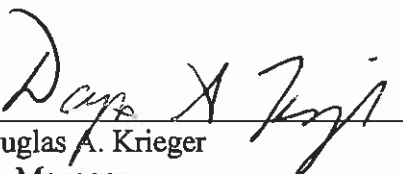
5. **EFFECT ON COLLECTIVE BARGAINING AGREEMENTS.** Nothing in the terms of this Intergovernmental Agreement shall be deemed or construed to supersede, replace or eliminate the terms and conditions of the Collective Bargaining Agreements between the City or District and the unions representing their respective fire employees.
6. **SEVERABILITY.** In the event any provision of this Agreement is held to be unenforceable for any reason, the enforceability thereof shall not affect the remainder of the Agreement which will remain in full force and effect and shall be enforceable in accordance with its terms.

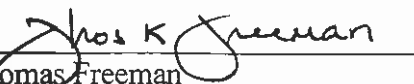
7. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance and venue shall be appropriate in the Eighteenth Judicial Circuit, DuPage County, Illinois.

THE PARTIES by their signatures acknowledge they have read and understand this Amendment to the Agreement as set forth above and agree and intend to be bound by its terms.

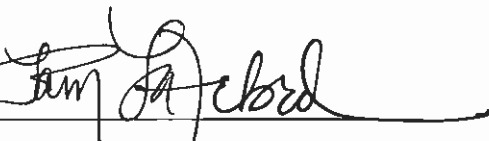
CITY OF NAPERVILLE

**LISLE WOODRIDGE FIRE
PROTECTION DISTRICT**

By: 
Douglas A. Krieger
City Manager

By: 
Thomas Freeman
Fire Chief

ATTEST

By: 
Pam LaFeber, Ph.D.
City Clerk

