

RESOLUTION NO. 2018- 06

A RESOLUTION AUTHORIZING THE RENEWAL OF THE INTERGOVERNMENTAL AUTOMATIC RESPONSE AGREEMENT BETWEEN THE LISLE-WOODRIDGE FIRE PROTECTION DISTRICT AND THE DARIEN-WOODRIDGE FIRE PROTECTION DISTRICT DATED APRIL 25, 2017

WHEREAS, the Lisle-Woodridge Fire Protection District (the “District”), DuPage and Will Counties, Illinois, is a fire protection district duly incorporated under the laws of the State of Illinois, including the Illinois Fire Protection District Act (the “Act”, 70 ILCS 705/0.01 et seq.); 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 220/3, 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 Darien-Woodridge Fire Protection District, as units of local government, are both public agencies as defined under the Intergovernmental Cooperation Act; and

WHEREAS, on April 25, 2017, the District and the Darien-Woodridge Fire Protection District entered into an Intergovernmental Automatic Response Agreement (“Agreement”); and

WHEREAS, Section X of the Agreement provides that the Initial Term of the Agreement shall be effective until December 2018, and that prior to the expiration of this Initial Term, the Parties may agree to renew the Agreement upon approval by the corporate authorities of both Parties for an additional five (5) year term (“First 5-Year Term”); and

WHEREAS, the District’s Board of Trustees has determined that it is in the best interest of the District to renew the Agreement for an additional five (5) year term.

NOW, THEREFORE, be it resolved by the Board of Trustees of the Lisle-Woodridge Fire Protection District, DuPage and Will Counties, Illinois, as follows:

Section One: The President and Board of Trustees of the Lisle-Woodridge Fire Protection District hereby authorize and approve the renewal of the Intergovernmental Automatic Response Agreement dated April 25, 2017, which is attached hereto at **Exhibit A**, for an additional five (5) year term from December 1, 2018 through December 1, 2023, as provided in Section X of the Agreement.


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 November, 2018, by the following roll call vote:

AYES: Perry, Costin, Moeller, Chaffin, Frank

NAYS: Ø

ABSENT: Ø



Brent Frank, President, Board of Trustees
Lisle-Woodridge Fire Protection District

ATTEST:



Joan Costin, Secretary, Board of Trustees
Lisle-Woodridge Fire Protection District

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INTERGOVERNMENTAL AUTOMATIC RESPONSE AGREEMENT BETWEEN THE
LISLE-WOODRIDGE FIRE PROTECTION DISTRICT AND THE
DARIEN-WOODRIDGE FIRE PROTECTION DISTRICT DATED APRIL 25, 2017**

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT AUTOMATIC RESPONSE AGREEMENT BETWEEN
THE LISLE-WOODRIDGE FIRE PROTECTION DISTRICT AND THE DARIEN-WOODRIDGE
FIRE PROTECTION DISTRICT DATED APRIL 25, 2017

EXHIBIT "A"

INTERGOVERNMENTAL AUTOMATIC RESPONSE AGREEMENT BETWEEN THE LISLE-WOODRIDGE FIRE PROTECTION DISTRICT AND THE DARIEN-WOODRIDGE FIRE PROTECTION DISTRICT

This Agreement is made and entered into as of April 25th, 2017, by and between the Lisle-Woodridge Fire Protection District, a municipal corporation, DuPage and Will Counties, Illinois, and the Darien-Woodridge Fire Protection District, a municipal corporation, DuPage County, Illinois (collectively, the "Parties" or individually, "Party").

WHEREAS, the Lisle-Woodridge Fire Protection District (hereinafter "Lisle-Woodridge") is a municipal corporation organized and existing under the statutes of the State of Illinois; and

WHEREAS, the Darien-Woodridge Fire Protection District (hereinafter "Darien-Woodridge") is a municipal corporation organized and existing under the statutes of the State of Illinois; and

WHEREAS, both Parties have operating fire departments; and

WHEREAS, both Parties agree that functional cooperation between the parties will enhance service to our communities while improving firefighter safety; and

WHEREAS, both Parties have determined that it would be in their best interests to enter into an intergovernmental agreement as provided herein, and the Parties to this Agreement have the authority to enter into this Agreement pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, the provisions of the Intergovernmental Cooperation Act and other applicable authority with which the Parties are vested.

NOW, THEREFORE, in consideration of the preceding and the mutual covenants and agreements from now on set forth, the Parties agree as follows:

I. Functional Cooperation

The Parties to this Agreement agree to direct their joint dispatch agency (DuComm) to assign their collective operational resources in order to provide a more efficient emergency response on an automatic basis utilizing Computer Aided Dispatch (CAD). The parties will work together to recognize various cost saving measures in operating both

fire departments to provide improved and efficient services to the residents and businesses of the Lisle-Woodridge Fire Protection District and the Darien-Woodridge Fire Protection District. This includes providing assistance in staffing, equipment, and other measures in responding to medical emergencies, fires, hazardous materials incidents, rescue and extrication situations and other emergency incidents that are within the customary and standard scope of fire protection services provided by the Parties.

II. RULES AND REGULATIONS

The Fire Chiefs from Lisle-Woodridge and Darien-Woodridge shall draft all necessary rules and regulations to implement the provisions of this Agreement. These rules and regulations shall not be implemented until approved by the corporate authorities of each Party. Each Party shall recognize the other's respective agency rules and regulations. The Parties shall review this Agreement and the rules and regulations pertaining to it on an annual basis for any recommended revisions and modifications, or sooner if circumstances require.

III. RESPONSE BY LISLE-WOODRIDGE

Lisle-Woodridge shall to furnish fire and emergency services through automatic aid to all areas of the Darien-Woodridge Fire Protection District outlined in EXHIBIT "A," which is attached and incorporated herein.

IV. RESPONSE BY DARIEN-WOODRIDGE

Darien-Woodridge shall to furnish fire and emergency services through automatic aid to all areas of the Lisle-Woodridge Protection District outlined in EXHIBIT "B," which is attached and incorporated herein.

V. FIRST RESPONSE FOR PROTECTION COVERAGE – COMMAND AUTHORITY

In accordance with this Agreement, the Fire Chiefs will assign Still District responses based on a geographical area to enable emergency response personnel and equipment to respond and arrive on the scene in a timely and more efficient manner in order to better serve the residents and businesses of both fire protection districts.

VI. EQUIPMENT AND STAFFING RESPONSES

Each Party shall retain ownership of all equipment or property it utilizes in its performance under this Agreement and shall retain ultimate control of its respective employees. Equipment and Staffing Response Operations shall be in accordance with the Standard Operating Procedures and Guidelines that are mutually agreed upon by the Parties through their respective Fire Chiefs.

The Parties shall utilize their collective resources as follows:

- A. Endeavor to achieve optimum collective daily staffing of thirty-three (33) eligible personnel who shall operate the following emergency response vehicles based on availability:
 - a. Two (2) Incident Commanders
 - b. Two (2) ALS Truck Companies
 - c. Five (5) ALS Engine Companies
 - d. Five (5) ALS Mobile Intensive Care Units (MICU)

VII. MUTUAL INDEMNIFICATION

A. **Lisle-Woodridge Indemnification.** To the fullest extent permitted under Illinois law, Lisle-Woodridge shall indemnify, defend, and hold harmless Darien-Woodridge, its officials, officers, employees, and agents, against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, Lisle-Woodridge's performance under this Agreement, but only to the extent caused by the negligent act or omission, willful act or omission, intentional misconduct, or breach of applicable law by Lisle-Woodridge or anyone or entity directly or indirectly employed by or otherwise associated with Lisle-Woodridge for whose acts Lisle-Woodridge may be liable.

B. Darien-Woodridge Indemnification. To the fullest extent permitted under Illinois law, Darien-Woodridge shall indemnify, defend, and hold harmless Lisle-Woodridge, its officials, officers, employees, and agents, against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, Darien-Woodridge's performance under this Agreement, but only to the extent caused by the negligent act or omission, willful act or omission, intentional misconduct, or breach of applicable law by Darien-Woodridge or anyone or entity directly or indirectly employed by or otherwise associated with Darien-Woodridge for whose acts Darien-Woodridge may be liable.

C. Insurance. Each Party shall procure and maintain the specified amounts and types of insurance coverage set forth herein during the term of this Agreement and shall provide evidence of such coverage. At a minimum, each Party agrees to procure and maintain the following insurance policies: (1) **Non-Owned, Owned and Hired Automobile Insurance** with combined single limit coverage of \$1,000,000; (2) **Commercial General Liability** with coverage of \$1,000,000 for each occurrence and \$2,000,000 aggregate coverage; (3) **Workers' Compensation Insurance and Employer's Liability** with coverage of \$2,500,000; and (4) **Umbrella Excess Liability** with coverage of \$10,000,000. It is expressly understood and agreed by the Parties that while any employee from Darien-Woodridge or Lisle-Woodridge is driving a vehicle owned by either Party, the insurance policy of the vehicle's owner shall be primary. The Parties shall agree to obtain all necessary riders and endorsements from their respective insurance carriers to effectuate the liability limitations set forth herein. The Parties shall name each other as an additional insured on each Party's insurance policy.

D. Waiver of Claims. To the extent damages are covered by an applicable policy of insurance, the Parties agree to limit claims to available insurance proceeds if so authorized under each Parties respective insurance policies.

VIII. MABAS AND MUTUAL AID

The general provisions of the MABAS Mutual Aid Agreement apply to this Agreement, except as expressly modified by this Agreement.

IX. AMENDMENTS; ENTIRE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the Parties. Amendments to this Agreement may be made only by written ratification mutually approved by the corporate authorities of both Parties. Modifications to the response areas described in this Agreement, as well as the vehicles assigned, may be made without further modification to this Agreement by written Agreement of the Fire Chiefs.

X. TERM OF UNDERSTANDING AND TERMINATION

The Parties agree that the duration of this initial Agreement shall be effective until December of 2018 ("Initial Term"). Prior to or upon the expiration of the Initial Term of this Agreement, the Parties may agree to renew this Agreement upon approval by the corporate authorities of both Parties for an additional five (5) year term ("First 5-Year Term"). Upon the expiration of the First 5-Year Term, this Agreement shall automatically renew for four (4) additional five (5) year terms unless otherwise terminated as provided herein. Either Party may terminate this Agreement at any time in its sole and absolute discretion upon approval of such termination by the corporate authorities of the terminating Party. The terminating Party shall provide written notification of its intent to terminate to the other Party and shall provide a minimum of ninety (90) days advance notice prior to the effective termination date of this Agreement.


IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized officials as of the day and year was first written.

**LISLE-WOODRIDGE
FIRE PROTECTION DISTRICT**



President, Board of Trustees

ATTEST

 (LWFPD)

Secretary, Board of Trustees

**DARIEN-WOODRIDGE
FIRE PROTECTION DISTRICT**



President, Board of Trustees

ATTEST:



Secretary, Board of Trustees

COPY

**RESOLUTION NO. 18-R-5
RENEWING THE INTERGOVERNMENTAL AUTOMATIC RESPONSE AGREEMENT
BETWEEN THE LISLE-WOODRIDGE FIRE PROTECTION DISTRICT AND THE DARIEN-
WOODRIDGE FIRE PROTECTION DISTRICT**

WHEREAS, on April 25, 2017, the Darien-Woodridge Fire Protection District and the Lisle-Woodridge Fire Protection District entered into an Intergovernmental Automatic Response Agreement (the "Agreement"); and

WHEREAS, the Agreement provides, in Article X, that the duration of the initial Agreement is effective until December, 2018 but, prior to the expiration of that Initial Term, the parties may agree to renew the Agreement for an additional five-year term; and upon the expiration of the five-year term, the Agreement automatically renews for four additional five-year terms subject to the right of either party to terminate at any time upon a minimum of 90 days notice; and

WHEREAS, the Darien-Woodridge Fire Protection District and the Lisle-Woodridge Fire Protection District desire to renew this Agreement pursuant to its terms:

NOW, THEREFORE, BE IT RESOLVED that the President and Board of Trustees of the Darien-Woodridge Fire Protection District, DuPage County, Illinois, do hereby approve the renewal of the April 25, 2017 Intergovernmental Automatic Response Agreement with the Lisle-Woodridge Fire Protection District for the first five-year term and automatic renewals pursuant to the provisions stated therein, effective as of December, 2018.

PASSED and APPROVED by the President and Board of Trustees of the Darien-Woodridge Fire Protection District, DuPage County, Illinois, this 14th day of November, 2018.

James Palatine, President of the Board of
Trustees of the Darien-Woodridge Fire
Protection District, DuPage County, Illinois

ATTEST:

Joan Wayman, Secretary of the Board of
Trustees of the Darien-Woodridge Fire
Protection District, DuPage County, Illinois