

**ROCKLAND FIRE PROTECTION DISTRICT – VILLAGE OF LIBERTYVILLE –
CITY OF LAKE FOREST - LIBERTYVILLE FIRE PROTECTION DISTRICT
FIRE AND AMBULANCE SERVICE INTERGOVERNMENTAL AGREEMENT**

This agreement ("Agreement") is entered into the ____ day of _____, 2018 by and between the Rockland Fire Protection District, a unit of local government in Lake County, Illinois (the "District"), the Village of Libertyville, a municipal corporation in Lake County, Illinois (the "Village"), The City of Lake Forest, a home rule municipal corporation in Lake County, Illinois (the "City"), and the Libertyville Fire Protection District, a unit of local government in Lake County, Illinois (the "LFPD").

WITNESSETH:

WHEREAS, the District is organized and operates pursuant to the laws of the State of Illinois, including but not limited to the Fire Protection District Act (the "Act," 70 ILCS 705/0.01 *et seq.*); and

WHEREAS, Section 6(a) of the Act (70 ILCS 705/6(a)) provides that the District's Board of Trustees ("District Board") is the corporate authority for the District; and

WHEREAS, Section 6(i) of the Act (70 ILCS 705/6(i)) provides that the District Board has full power to pass all necessary ordinances, and rules and regulations for the proper management and conduct of the business of the District Board for carrying into effect the objects for which the District was formed; and

WHEREAS, Section 11 of the Act (70 ILCS 705/11) provides that the District Board has the power and it is its legal duty and obligation to provide as nearly adequate protection from fire for all persons and property within the District as possible and to prescribe necessary regulations for the prevention and control of fire therein; and

WHEREAS, Section 11 of the Act (70 ILCS 705/11) further provides that the District may provide and maintain life-saving and rescue equipment, services and facilities, including an emergency ambulance service, and has the power to adopt and enforce fire prevention codes and standards parallel to national standards; and

WHEREAS, Section 11a of the Act (70 ILCS 705/11a) provides that the District Board may contract with any city, village, incorporated town, or organized fire protection district lying adjacent to the District for fire protection service; and

WHEREAS, the District is authorized to provide and provides fire and emergency ambulance services to residents and properties within the District (70 ILCS 705/22); and

WHEREAS, Section 22 of the Act (70 ILCS 705/22) further provides that the District Board may contract with providers of ambulance service or combine with other units of governments for the purpose of providing ambulance service; and

WHEREAS, pursuant to an intergovernmental agreement between the Village and the District, the Village currently provides emergency ambulance services to the District; and

WHEREAS, the Village and the City are organized and operate pursuant to the laws of the State of Illinois, including but not limited to the Illinois Municipal Code (the “Code,” 65 ILCS 5/1-1-1 *et seq.*); and

WHEREAS, the City is a home rule municipality under Article VII, Section 6(a) of the Illinois Constitution and, pursuant to Section 3 of the Intergovernmental Cooperation Act, may exercise its home rule powers, privileges, functions and authority jointly with other units of government; and

WHEREAS, Section 11-6-1 of the Code (65 ILCS 5/11-6-1) provides that the Village and the City may provide and operate fire stations, and all material and equipment that is needed for the prevention and extinguishment of fires, and may enter into contracts or agreements with other municipalities and fire protection districts for mutual aid consisting of furnishing equipment and staffing from and to such other municipalities and fire protection districts; and

WHEREAS, the Village and the City are authorized and respectively provide fire and emergency ambulance services to residents and properties within their respective corporate boundaries, as well as to properties beyond their corporate limits by contract and agreement; (*See, inter alia*, 65 ILCS 5/11-6-2; 65 ILCS 5/11-5-7, and 65 ILCS 5/11-5-7.2); and

WHEREAS, LFPD is organized and operates pursuant to the laws of the State of Illinois, including but not limited to the Act, and its Board of Trustees (the “LFPD Board”) is the corporate authority for the LFPD; and

WHEREAS, Section 6(i) of the Act (70 ILCS 705/6(i)) provides that the LFPD Board has full power to pass all necessary ordinances, and rules and regulations for the proper management and conduct of the business of the LFPD Board for carrying into effect the objects for which the LFPD was formed; and

WHEREAS, pursuant to an intergovernmental agreement between the Village and LFPD, the Village provides certain ambulance services from a station owned by the LFPD and located on Atkinson Road (the “LFPD Station”); and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government “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 Intergovernmental Cooperation Act, 5 ILCS 220/3, provides that any power or powers, privilege, or authority exercised or which may be exercised by public agency may be exercised and enjoyed jointly with any other public agency of the State; and

WHEREAS, the District, the Village, the City, and LFPD are units of local government and public agencies as defined by the Illinois Constitution and statute; and

WHEREAS, the District is interested in obtaining fire and ambulance services from the Village and the City; and

WHEREAS, the Village and the City are amenable to providing fire and ambulance services to the District; and

WHEREAS, the corporate authorities of the District, the Village, the City, and LFPD, having studied the matter and on advice of staff, find and determine that Village and City's provision of fire and ambulance services to the District as further set forth in this Agreement is in the best interest of the residents and businesses of the District, Village, City and LFPD for the duration of this Agreement or until notice is given by one party to the others under terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein stated and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the District, Village, the City, and LFPD, the parties do hereby agree as follows.

1. Incorporation of Recitals. The above captioned recitals are incorporated herein as if written in full.
2. Term of Agreement. Subject to the terms of Paragraph 12, this Agreement will be for the term of twenty (20) years, commencing October 1, 2018, and ending at midnight on September 30, , 2038.
3. Village and City Services provided to the District. The Village and the City will provide qualified personnel and equipment to provide fire and emergency ambulance services (as more specifically set forth in Attachment 2, attached hereto and incorporated herein) to residents and properties within their assigned sectors of the District as more fully set forth in Paragraph 14 of this Agreement. The Village and the City will, to the best of their ability and as reasonably and operationally practicable, provide such services on the same basis as each provides these services to residents and properties within their corporate limits, consistent with statutory and regulatory guidelines (hereinafter, the "Fire and Ambulance Services"). The Village and the City shall participate in such mutual-aid and auto-aid back up programs as each deems appropriate from time-to-time for service to residents and properties within their respective sectors of the District's territory.
4. Village and City Compensation from the District for Fire and Ambulance Services Provided.
 - a. Payments.

For Fire and Ambulance Services provided by the Village and the City to the District in all areas to be known as D-46 and D-42 (as reflected in Attachment 1, which is attached hereto and made a part hereof), during the period of October 1, 2018 through September 30, 2038, the District shall compensate the City and the Village with an "Annual Service Fee" per the following schedule:

1. October 1 2018 to April 30, 2019 - \$262,500 (prorated 7/12 of \$450,000)
2. May 1, 2019 to April 30, 2020 - \$450,000
3. May 1, 2020 to April 30, 2021 - \$496,000
4. Every May 1, to April 30, through the end of the Agreement payments will increase as detailed in this agreement.
5. Final payment for May 1, 2038 to September 30, 2038 to be prorated

The District will pay the Annual Service Fee in equal quarterly installments on each October 1, January 1, April 1, and July 1 for each year of the Agreement with the first quarterly payment of \$65,625 due October 1, 2018. The District will remit full quarterly installment to the City. The City will remit to the Village its share of each payment received from the District pursuant to Paragraph 4, within thirty (30) days of such payments being received by the City.

b. Payment Formula for Fee Increases.

The Annual Service Fee shall increase in accordance with the following formula:

Starting May 1, 2021 and continuing every May 1 thereafter, the Annual Service Fee to be paid by the District shall increase based on the change in the Consumer Price Index ("CPI") as defined in the Property Tax Extension Limitation Law (35 ILCS 200/18-185); provided, however, that the Annual Service Fee will not increase by more than the CPI or 4%, whichever is less. If, however, the tax cap CPI for the prior fiscal year is below 2.0%, the District agrees to increase the payment at a rate which is equal to one-half the difference between the CPI and the average Fire Department budget increase rate of the Village and City. (Example: CPI = 1.5%; average Fire Department Budgets increase rate = 3.5%; the payment increase rate would be 2.5%). In the event there is a significant increase in the adopted Fire Department Budgets from the previous fiscal year (5% or more), the Village, City and District agree to meet and discuss whether to adjust the year's percentage increase.

c. Reimbursement for Ambulance Transports.

In addition to the Annual Service Fee, and pursuant to regulations promulgated by the Center for Medicare and Medicaid Services of the U.S. Department of Health and Human Services, the Village and the City may bill District residents and persons receiving Village and City ambulance services pursuant to this Agreement. The Village and the City shall retain all proceeds from any reimbursement thus recovered. Reimbursement rates for District residents shall be established jointly by the corporate authorities of the Village and the City, and the reimbursement rate for District residents shall be uniform throughout the District and shall not exceed the reimbursement rate for residents of the Village, the City,

and LFPD. The Village and the City agree to set transport rates for District Residents.

The Village and the City shall provide the District regular and routine reports when requested, but typically not less than a quarterly basis, to the District Board of rates of and amount of reimbursements for ambulance services the Village and the City receive. The Village and the City agree to inform the District of any changes to the reimbursement rates promptly.

d. Allocation of Annual Service Fee between the City and the Village.

The Village and the City hereby agree to equally share the allocation of the Annual Service Fee moneys received from the District (ie: 50/50). The amount of the Village's share of the Annual Service Fee shall hereinafter be referred to as the "Village Allocation"; the amount of the City's share of the Annual Service Fee shall hereinafter be referred to as the "City Allocation."

5. LFPD Compensation from the Village Allocation for Use of LFPD Station. As compensation to LFPD for the Village's use of the LFPD Station in connection with the Village providing Fire and Ambulance Services to the District pursuant to this Agreement, the Village shall remit to LFPD 11.25% of all of the Village Allocation of the Annual Service Fees (the "LFPD Share"). The Village shall remit the LFPD Share within thirty (30) days of the Village's receipt of any payment of the Village Allocation of the Annual Service Fee.

6. Miscellaneous Provisions.

- a. Personnel and Equipment. The Parties agree that Village and City personnel and equipment providing Fire and Ambulance Service to the District pursuant to this Agreement remain, respectively, Village employees and equipment and City employees and equipment.
- b. Insurance. The Village and City shall each maintain commercial general liability insurance, business auto liability insurance for their respective vehicles, and workers' compensation/employer's liability insurance for their respective employees as required by law with respect to the Village and City's provision of Fire and Ambulance Services. Coverages provided through intergovernmental self-insurance pools shall satisfy the requirements of this paragraph.

The Village agrees to add the LFPD as an additional insured under all liability insurance policies covering the Village as such policies relate to the services provided in this contract, including, but not limited to Property Damage, General Liability, and Workers' Compensation.

c. Indemnifications.

- i. The Village shall, to the extent permitted by law, indemnify, hold harmless and defend the District, City and LFPD, their officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including reasonable attorney's fees, costs, fees and expense of defense, arising from, growing out of, or related to any loss, damage, injury, death, or loss

or damage resulting from or connected with the sole negligent or willful acts, errors or omissions of the Village in providing Fire and Ambulance Service under this Agreement.

- ii. The City shall, to the extent permitted by law, indemnify, hold harmless and defend the District, Village and LFPD, their officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including reasonable attorney's fees, costs, fees and expense of defense, arising from, growing out of, or related to any loss, damage, injury, death, or loss or damage resulting from or connected with the sole negligent or willful acts, errors or omissions of the City in providing Fire and Ambulance Service under this Agreement.
 - iii. The District shall, to the extent permitted by law, indemnify, hold harmless and defend the Village, City, and LFPD, their officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including reasonable attorney's fees, costs, fees and expense of defense, arising from, growing out of, or related to any loss, damage, injury, death, or loss or damage resulting from or connected with the negligent or willful acts, errors or omissions of the District with respect to its performance of Fire and Ambulance Services regardless of the location where such claims arise.
 - iv. Nothing contained herein shall be construed as a limitation or waiver of defenses available to the District, Village, City and LFPD, including but not limited to the Tort Immunity Act.
- d. The Village and City Fire Chiefs, or their designated representatives, will coordinate the efficient and expeditious provision of Fire and Ambulance Service by the Village and City to the District as circumstances, available resources and competing demands permit. The Village, City and District agree that such coordination may be implemented through the 911 Dispatch System.
 - e. Service Control. The Fire Chief or senior ranking Officer from the Village and City shall, upon arriving at the scene in their respective assigned sectors of the District territory, have the responsibility and authority to direct and control resulting fire, hazardous material, rescue, emergency medical or ambulance services to be provided, subject to direction from the regional Emergency Medical System supervisory hospital for ambulance calls.

The Village and City Fire Chiefs, or their designated representatives, will submit regular monthly reports on Services provided for the preceding month to the District Board, and will notify the District Board of any significant or noteworthy Service-related event occurring in the District.

- 7. Choice of Law and Dispute Resolution. This Agreement shall be construed and interpreted according to the laws of the State of Illinois. In the event a dispute arises between the District and Village or the City and the District regarding Fire and Ambulance Services provided in the assigned sectors of the District territory, the Village and District or the City and the District agree to pursue non-binding mediation in an effort to resolve the dispute with final jurisdiction agreed to lie with a court having competent jurisdiction in Lake County, Illinois.

8. Approval. The District, the Village, the City and LFPD shall take such steps as are necessary under the law to approve, and to authorize the execution and delivery of this Agreement.
9. Complete Agreement and Amendment. This Agreement memorializes the full and complete understanding of the District, the Village, the City and LFPD. This Agreement may be amended at any time by the mutual consent of the parties hereto, expressed in a written instrument executed and delivered with the same formality with which this instrument was executed and delivered
10. Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the effect or force of law, such decision shall not affect the validity of the remaining portions or the Agreement
11. Notice. All notices provided for in this Agreement shall be in writing and may be given by personal delivery, recognized overnight delivery service (deemed delivered the next business day), facsimile (deemed delivered when received per fax receipt) or by certified or registered mail, return receipt requested, postage prepaid (deemed delivered two days after deposited in the United States Mail). Notices shall be addressed as follows:

If to the Rockland Fire Protection District:

Rockland Fire Protection District
Attn: Board President
14 Skokie Highway
Lake Bluff, IL 60044
Phone: 847-234-0219

If to the Village of Libertyville:

Village of Libertyville
Attn: Village Administrator
118 W. Cook
Libertyville, IL 60048
Phone: 847-362-2430

With a copy to:

Brian O'Connor, Esq.
Ottosen Britz, Ltd.
303 N. Main Street
Elburn, Illinois 60119
Phone: 630-365-6441
Facsimile No. 630-365-6451

If to the Libertyville Fire Protection District:

Libertyville Fire Protection District
Attn: Board President
1551 North Milwaukee Ave.
Libertyville, IL 60048

If to the City of Lake Forest

City of Lake Forest
Attn: City Manager
220 East Deerpath
Lake Forest, IL 60045
Phone: 847-234-2600

With a copy to:

Brett Henne
Swanson, Martin & Bell LLP
1860 West Winchester Road, Suite 201
Libertyville, IL

Phone: 847-949-0025
Fax: 847-247-0555

Any party may change the persons and other contact information with respect to such party by notifying the other parties in the manner set forth in this Paragraph.

12. Termination.

a. Continuation Upon Conclusion of Initial Term: Unless this Agreement is terminated as otherwise provided in this Agreement, the Agreement shall be deemed to continue from year-to-year after the initial 20-year term.

b. Termination After the 10th Anniversary of the Agreement: Any party may terminate this Agreement for any reason after the 10th anniversary of the Agreement, provided that the terminating party gives written notice as further provided in this Agreement to the other parties not less than two (2) years prior to the date when termination would take effect.

c. Termination for Cause. Any party may terminate this Agreement for just cause (except for nonpayment which is subject to the termination provision set forth in paragraph d below), provided that the terminating party gives written notice as further provided in this Agreement to the other parties not less than two (2) years prior to the date when termination would take effect.

d. Termination for Nonpayment: The Village or the City may terminate this Agreement for nonpayment if any quarterly installment of the Annual Service Fee remains unpaid for a period of sixty (60) days after the Village or the City has notified the District of the default in payment. In the event of such termination for non-payment, the District shall pay a penalty to the Village and City equal to six (6) months payment at the then current Annual Service Fee.

13. Assistance with Liquidation and Building:

The Village and the City agree to provide technical and professional assistance in the liquidation of District assets as may be required. The Village and the City will make available one Fire Chief and required personnel to work with the District in the liquidation of assets as may be required.

The Village and the District request right of first refusal on all assets to be disposed of. Any transfer or disposition of District assets will be in accordance with applicable state law.

14. Authority:

The Fire Chief of the City's Fire Department or such Chief's designee shall have the sole exclusive right and responsibility to prescribe the manner of giving the alarm for fire or other emergency in the sector of the District's territory designated D-42 (as reflected in Attachment 1), and shall further have the sole and exclusive authority and responsibility to direct and control any and all Fire and Ambulance Services (including firefighting, EMS and fire protection and prevention operations) carried on within D-42.

The Fire Chief of the Village's Fire Department or such Chief's designee shall have the sole exclusive right and responsibility to prescribe the manner of giving the alarm for fire or other emergency in the sector of the District's territory designated D-46 (as reflected in Attachment 1), and shall further have the sole and exclusive authority and responsibility to direct and control any

and all Fire and Ambulance Services (including firefighting, EMS and fire protection and prevention operations) carried on within D-46.

15. Attachments:

- Attachment 1, Map of Jurisdiction defining the sectors for the Village and City coverage areas within the District territory
- Attachment 2, Fire, Ambulance, Bureau and other services provided through this IGA by the Village and the City.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective and duly authorized representatives and caused their respective corporate seals to be affixed hereunto.

For the Rockland Fire Protection District

For the Village of Libertyville

By: _____
President, Board of Trustees

By: _____
Village President

Attest: _____
Secretary, Board of Trustees

Attest: _____
Village Clerk

For the Libertyville Fire Protection District

For the City of Lake Forest

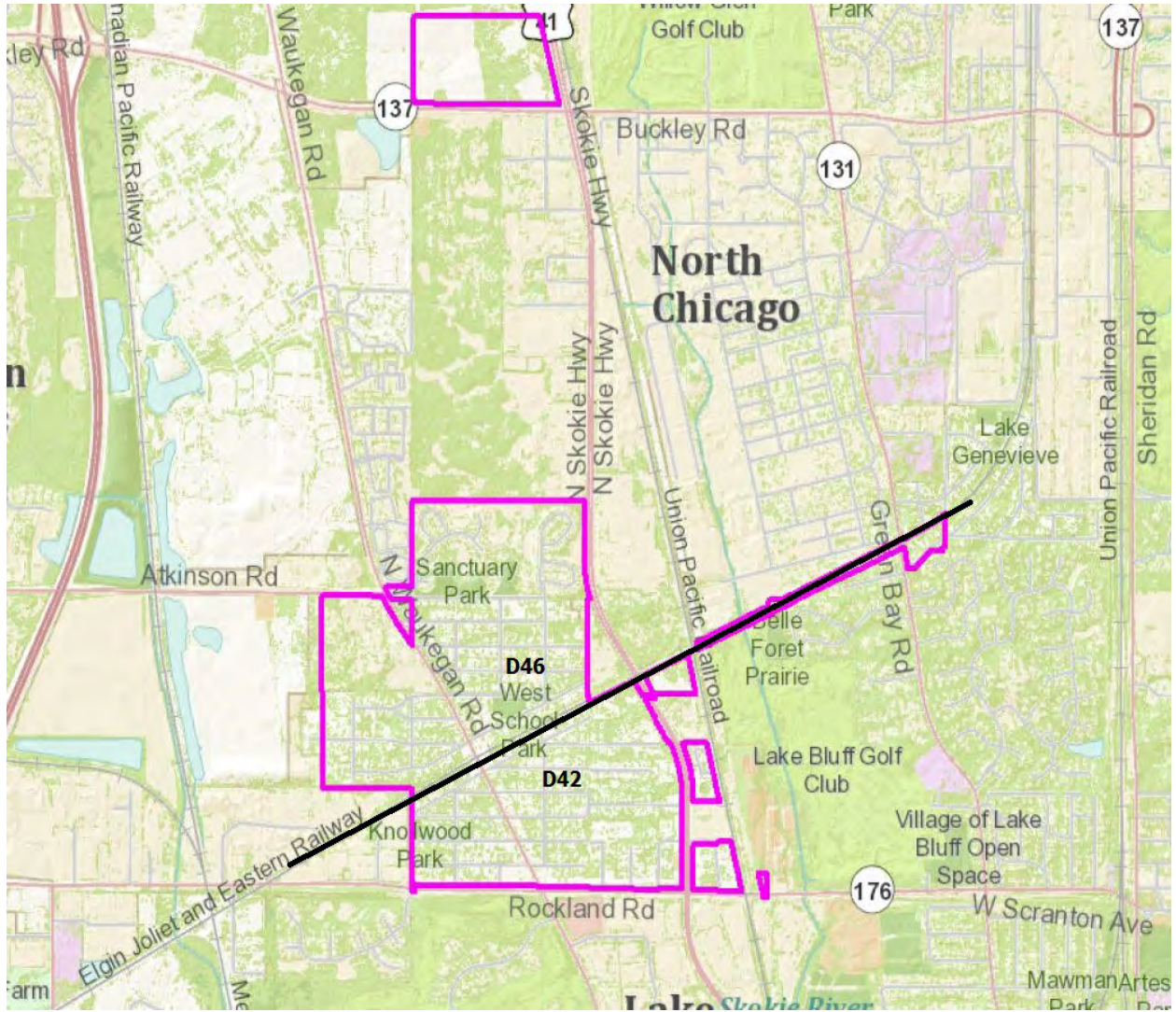
By: _____
President, Board of Trustees

By: _____
Mayor

Attest: _____
Secretary, Board of Trustees

Attest: _____
City Clerk

**Attachment 1
Response Districts**



Attachment 2

Fire Services:

- Dispatch Services
- Residential and Commercial Structure Fire Response
- Carbon Monoxide Responses
- Vehicle Fire Responses
- Wires down Responses
- Smoke detector installation or assist
- Rubbish, Grass, Trash, and all other type Fire Responses
- Fire Alarm Responses
- Elevator Rescue/Alarm Responses
- Smoke Investigation Responses
- Hazardous Material Responses Technician Level
- Confined Space Rescue Responses Technician Level
- High Angle Rescue Responses Technician Level
- Trench Rescue Responses Technician Level
- Dive Rescue Responses Technician Level
- Swift Water Responses Technician Level
- Ice Dive Responses Technician Level
- Wildland Fire Responses Technician Level
- General Public Assist requests

Emergency Medical Services:

- Advanced Life Support Ambulance Service - Paramedics (Highest Level)
- Motor Vehicle Accident Responses - With Extrication
- Active Shooter Response
- Special Event Coverage

Fire Prevention Bureau Services:

- Fire Investigation
- Fire Inspection and Re-inspection of commercial and multi-family occupancies
- Plan Review services (Life Safety, Fire Alarm, and Sprinkler)
- Code enforcement
- Occupancy Inspections
- Work with Lake County Building Department to enforce local building codes.
- Public Education:
 - Schools "Risk Watch"
 - Senior Living Facilities "Remembering When"
 - Fire Extinguisher Training
 - Severe Weather planning

Miscellaneous:

- Administrative Contacts for RFPD for service questions (Chief and Deputy Chief)
- Chief Attendance at Rockland Fire Protection District Meetings
- Monthly Activity Report
- Annual Fire Department Budget Presentation
- All Hazards Emergency Management Services as may be needed / Liaison with Lake County Emergency Management Agency
- Special Event planning as may be needed.

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