



Mr. Dan Rogers
President,
Rockland Fire Protection District Board
14 Skokie Hwy,
Lake Bluff, IL 60044

RE: Fire and Ambulance Service Proposal- Revised June 26, 2018

Dear Mr. Rogers,

On behalf of the Lake Forest City Council and the Libertyville Village Board, we are pleased to submit to you a revised service proposal for the Rockland Fire Protection District. Following your public meeting on May 10th, the staffs of the two communities met and refined the details of our proposal as well as the cost allocation methodology to address your cost concerns.

As the attached information highlights, under this proposal the residents of the district shall realize a higher level of professional fire and paramedic service at a lower cost. The savings to taxpayers grows, once the annual maintenance and debt costs associated with the building are extinguished. Lake Forest and Libertyville have taken the liberty of preparing a draft service agreement which incorporates the revised fee of \$472,357, also reflected in the attached documents.

We thank you for your consideration and look forward to proceeding with this innovative and collaborative fire and ambulance service arrangement.

Robert Kiely
City Manager
The City of Lake Forest

Kelly Amidei
Village Administrator
The Village of Libertyville

Rockland Fire Protection District Proposal

EAV		
Rockland Fire Protection District	\$ 92,491,915	2.49%
City of Lake Forest	\$ 2,442,982,041	65.8%
Village of Libertyville	\$ 1,176,758,295	31.7%
Total	\$ 3,712,232,251	

Population		
Rockland Fire Protection District	1,747	4.22%
City of Lake Forest	19,375	46.8%
Village of Libertyville	20,315	49.0%
Total	41,437	

Households		
Rockland Fire Protection District	668	4.45%
City of Lake Forest	6,763	45.0%
Village of Libertyville	7,586	50.5%
Total	15,017	

Rockland Blended Rate				
Element	% of Total	x Weight	=	Weighted Total
EAV	2.49%	56%		1.3944%
Population	4.22%	22%		0.9284%
Households	4.45%	22%		0.9790%
		Total		3.3018%
				\$472,357

Budget	
Lake Forest FY18 Fire Budget	\$ 6,300,143
Libertyville FY18 Fire Budget	\$ 8,005,898
Total	\$ 14,306,041
3.3018% x Combined Budgets =	\$ 472,357

Libertyville/Lake Forest – Lake Bluff/Knollwood Proposal Matrix

Services	Libertyville/ Lake Forest	Lake Bluff/Knollwood
Implementation Time Frame	Immediate	Three Years
Staffing	Full-time (all Certified FF/PM) From Five FT Stations (fleet of 9 ALS Ambulances – (4 LFFD & 5 LFD)	POP/Volunteer (varying levels) Need to Create (need to buy an ambulance)
Ambulance Service	From Five FT Stations	From two stations POP/Volunteer
Fire Service	\$472,357 Year One	\$1,710,306 (amount quoted in 5/8 presentation for year one)
Proposed Cost	Yes	No
Repurpose Knollwood Fire Station	Immediate	Proposed Phase In
Fire Prevention Services (Plan Review, Inspections, Public Education)	Yes	Yes
Hazardous Materials Response	Yes	Yes (Lake Bluff)
Technical Rescue Response	Yes	Yes (Lake Bluff)
Divers	Yes	No
Side Scan Sonar Response	Yes	No
Ice Divers	Yes	No
Swift Water Technicians	Yes	No
Wildland Firefighting	Yes	No
MABAS	Yes	Yes
Back up Support for multiple calls or manpower request	From Five FT Stations	From two stations POP
Multiple call capability	Immediate	(Delayed) Delayed

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

This agreement ("Agreement") is entered into the ____ day of _____, 2018 by and between the Rockland Fire Protection District, Lake County, Illinois (the "District"), the Village of Libertyville, a municipal corporation in Lake County, Illinois (the "Village"), The City of Lake Forest, a municipal corporation in Lake County, Illinois (the "City"), and the Libertyville Fire Protection District (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, 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, 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, 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 August 1, 2018, and ending at midnight on July 31, 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, 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 August 1, 2018 through July 31, 2038, the District shall compensate the City and the Village with an "Annual Service Fee" per the following schedule:

1. August 1, 2018 to July 31, 2019 - \$472,357
2. Every August 1, to July 31, through the end of the Agreement payments will increase as detailed in this agreement.

The District will pay the Annual Service Fee in equal quarterly installments on each August 1, November 1, February 1, and May 1 for each year of the Agreement with the first quarterly payment of \$ 118,089.25 due August 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 August 1, 2019 and continuing every August 1 thereafter, the Annual Service Fee to be paid by the District shall increase 3%.

- 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 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 Resident.

The Village and the City shall provide the District regular and routine reports when requested, of reimbursements for ambulance services the Village and the City receive.

- 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.
- 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, 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, 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 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.
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:

If to the Village of Libertyville:

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

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:

If to the City of Lake Forest

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

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 Upon Notice: Any party may terminate this Agreement after or upon the initial period of twenty (20) years on August 1 of any year, provided that the terminating party gives written notice to the other parties not less than two years prior to the August 1st when the termination would take effect.

c. 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 the City equal to two (2) years 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. Should any asset(s) be requested by the Village or the City, the District will determine fair market value and negotiate a sale.

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

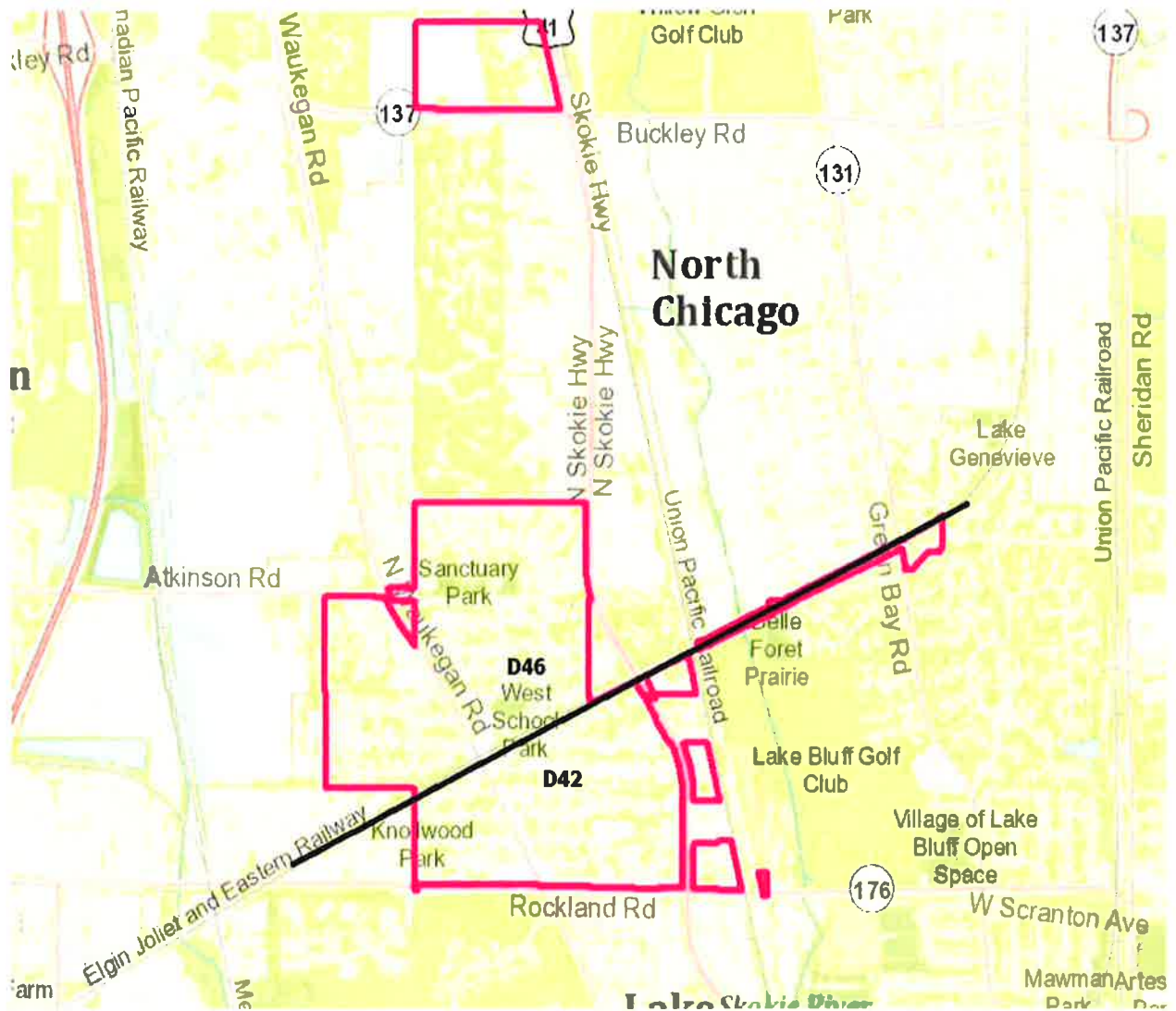
Attest:

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.

DRAFT