

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE DEKALB COMMUNITY FIRE PROTECTION DISTRICT FOR FIRE SUPPRESSION AND PARAMEDIC AMBULANCE SERVICES FROM MAY 1, 2021 THROUGH APRIL 30, 2031.

WHEREAS, the City of DeKalb (the "City") is a home rule unit pursuant to Article VII, Section 6(a) of the 1970 Illinois Constitution, and may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorizes intergovernmental cooperative agreements; and

WHEREAS, the City provides fire suppression and paramedic services to the DeKalb Community Fire Protection District (the "District") pursuant to an intergovernmental agreement with a term that recently expired; and

WHEREAS, the City and the District negotiated an intergovernmental agreement to provide fire suppression and ambulance services for a 10-year term in the form attached hereto and incorporated herein as Exhibit A (the "IGA"); and

WHEREAS, the City's corporate authorities find that approving the IGA is in the City's best interests for the protection of public health, safety, morals and welfare; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: The City's corporate authorities approve the IGA in the same or substantially similar form as Exhibit A attached hereto and incorporated herein, and further authorize and direct the Mayor to execute the IGA and the Executive Assistant to attest the IGA.

SECTION 2: This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provision of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, that this resolution shall supersede state law in that regard within its jurisdiction.

SECTION 3: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 9th day of August 2021 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Morris, Larson, Smith, Perkins, McAdams, Verbic, Faivre, Barnes. Nay: None.




COHEN BARNES, Mayor

ATTEST:



Ruth A. Scott, Executive Assistant

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF DEKALB AND
THE DEKALB COMMUNITY FIRE PROTECTION DISTRICT
FOR FIRE SUPPRESSION SERVICES AND PARAMEDIC AMBULANCE SERVICE**

THIS AGREEMENT made in duplicate original this 9th day of August, 2021, between the City of DeKalb, an Illinois Municipal Corporation, (hereinafter referred to as "the City", and the DeKalb Community Fire Protection District, a Unit of Local Government under the Illinois Constitution, (hereinafter referred to as "the District",

WITNESSETH:

WHEREAS, the City maintains a Fire Department and is ready, willing and able to render fire suppression service to the District;

WHEREAS, the City maintains a paramedic ambulance service and is ready, willing and able to render paramedic ambulance service to the District;

WHEREAS, the District constitutes a territory adjoining, but beyond the territorial limits of the City, which desires to utilize the fire suppression and paramedic ambulance services of the City's Fire Department and is willing to pay the sums hereinafter provided for said services; and

WHEREAS, the Intergovernmental Agreement entered by the City of DeKalb and the DeKalb Community Fire Protection District in July 2011 has expired; and

WHEREAS, this is an Intergovernmental Agreement entered into pursuant to the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

NOW THEREFORE, IT IS HEREBY AGREED by and between the parties hereto as follows:

1. The above recitals are hereby incorporated into this Agreement as if fully set forth in this paragraph 1.
2. As to all persons and their property located within the boundaries of the District, as now or hereafter constituted, during the term of this Agreement, the City hereby agrees to furnish full fire suppression services to said persons and their property to the extent of its ability, consistent with its obligation to furnish such service to persons and property within the City limits.

3. As to all residents within the boundaries of the District, as now or hereafter constituted, and as to all non-residents located or present in the district from time to time during the term of this Agreement, the City hereby agrees to furnish full paramedic ambulance service to said persons to the extent of its ability, consistent with its obligation to furnish such service to persons within City limits.

4. The term of this Agreement shall be ten (10) years commencing at 12:01 a.m. May 1, 2021 and ending at midnight on April 31, 2031.

5. **Annual Contract Amount.** In consideration of the fire suppression and paramedic ambulance services to be furnished by the City in accordance with the terms of this Agreement for the period May 1, 2021 through April 30, 2022, the District agrees to pay a "Base Contract Amount" of One Hundred Forty-five Thousand Dollars and No Cents (\$145,000.00). Thereafter, commencing in contract year 2022-2023 and continuing through contract year 2030-2031 , the District agrees to pay to the City the annual contractual payments shown in the table below:

Annual Contract Fee		
Year	Amount	Difference
2022	\$145,000	Base Year
2023	\$146,450	1.00%
2024	\$147,915	1.00%
2025	\$149,394	1.00%
2026	\$150,888	1.00%
2027	\$152,396	1.00%
2028	\$155,444	2.00%
2029	\$158,553	2.00%
2030	\$161,724	2.00%
2031	\$164,959	2.00%

6. **Other Fees.** In addition to the payments provided herein, the City is authorized to charge the residents and non-residents in the District an ambulance user fee in an amount equal to the user fees charged to or assessed against non-residents located within the City. The District shall bear no cost or responsibility in the collection of said user fees.

In the event the City approves, adopts or implements fire recovery fees, fire deployment fees or other fire department user fees, during the term of this Agreement, then any such fees shall apply to the services rendered hereunder by the City of DeKalb Fire Department, subject only to the limitations set forth in 70 ILCS 705/11f.

7. The City shall indemnify and hold the District harmless against any liability, claim or judgement arising as a result of the City's or its employees and agents actions or conduct as provided by law.

8. The City shall furnish the District with an annual report on or about June 1st estimating all fire and ambulance calls within the District for the previous twelve (12) month period. In addition, the City shall annually on or about June 1st provide a report to the District regarding the amount of the user fees assessed and collected from residents and non-residents.

9. The City shall in no way and under no circumstances be held liable by the District for any loss or damage by reason of its failure to respond to emergency calls within the District or be held liable for any loss or damage occasioned by its failure to provide satisfactory or skillful service to the District, the District's sole remedy being termination of this Agreement. The District furthermore shall indemnify and hold the City harmless for any and all judgements, claims or liability entered or made against it arising from the District or its employees and agents own negligence. The District further agrees to add the City as an additional insured on any liability insurance policy which it might hereafter acquire or purchase.

10. If default is made in the payment of the sums due herein, the City, at its option, and upon giving thirty (30) days written notice to the District, may terminate this Agreement and refuse fire suppression and paramedic ambulance services provided for herein.

11. At least ninety (90) days prior to the end of the term of this Agreement, the parties shall endeavor to negotiate the rates to be charged in the renewal of this Agreement. In the event that the parties are unable to come to a mutually satisfactory agreement within forty-five (45) days prior to the end of the term of this Agreement, the parties agree to submit the dispute regarding rates to binding arbitration. Arbitration shall be in accordance with the rules of the American

Arbitration Association ("AAA") then in effect. Each party shall select an arbitrator from a panel propounded by AAA and these two (2) arbitrators shall select the third. The dispute regarding rates shall then be arbitrated before these three (3) arbitrators. The decision of these three (3) arbitrators shall be binding upon the parties. The costs of the arbitration shall be borne equally by the parties.


12. This Agreement shall continue from year to year under the same terms and conditions as set forth in this Agreement, except for rates to be charged, as set forth in paragraphs 5 and 6 herein, unless either party provides the other party written notice of its intention to not renew the Agreement, no less than ninety (90) days prior to the end of the then current term.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and sealed on its behalf by the Mayor with the attestation of the City Clerk or other designee, pursuant to a resolution of the City Council, and the District has caused this Agreement to be signed and sealed on its behalf by the President of the Board of Trustees with the attestation of its Secretary, pursuant to a resolution adopted by the Board of Trustees of the District.

Executed in duplicate the day and year first above written.

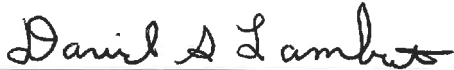
CITY OF DEKALB

**DEKALB COMMUNITY FIRE
PROTECTION DISTRICT**

BY: 
Cohen Barnes, Mayor

BY: 
President

ATTEST:
BY: 

ATTEST:
BY: 
Secretary

DEKALB COMMUNITY FIRE PROTECTION DISTRICT
RESOLUTION/ORDINANCE NO. 21-04

The undersigned, being all the Trustees of **DeKalb Community Fire Protection District** ("Fire District"), a body politic under the laws of the State of Illinois, hereby adopt the following Resolution:

WHEREAS, the Fire District contracts with the City of DeKalb to provide the Fire District and its residents, non-residents and owners of property located within the Fire District with fire suppression and paramedic ambulance services; and

WHEREAS, the Intergovernmental Agreement entered into with the City of DeKalb in July, 2011, has expired; and

WHEREAS, the Fire District finds that it is in its best interest to renew an Intergovernmental Agreement with the City of DeKalb pursuant to the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq; and

WHEREAS, the Fire District has been presented with the attached proposed Intergovernmental Agreement which provides the Fire District with fire suppression and paramedic ambulance services for the next ten (10) years at a predetermined cost to the Fire District; and

WHEREAS, the Trustees of the Fire District find the terms of the proposed Intergovernmental Agreement to be fair and reasonable to the residents, non-residents and owners of property in the Fire District.

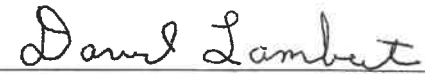
BE IT RESOLVED that the attached Intergovernmental Agreement Between the City of DeKalb and the DeKalb Community Fire Protection District for Fire Suppression Services and Paramedic Ambulance Services be hereby approved for the term commencing May 1, 2021 and ending April 30, 2031;

BE IT FURTHER RESOLVED that the President and Secretary of the Fire District be hereby authorized to execute the above-described Intergovernmental Agreement and to take all actions required to implement the Intergovernmental Agreement with the City of DeKalb.

This Resolution adopted at a duly called meeting of the Trustees of the Fire District this 28th day of July 2021.



Gerald Bemis



David Lambert



Daniel L. Faivre

**Being all the Trustees of DeKalb Community Fire
Protection District, FY 2021 - 2022**

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July 28, 2021

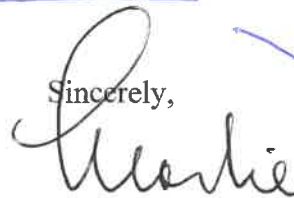
Bill Nicklas
City Manager
City of DeKalb
164 East Lincoln Highway
DeKalb, IL 60115

Re: DeKalb Community Fire Protection
District (57.021)

Dear Bill:

The trustees approved and signed the Intergovernmental Agreement Between the City of DeKalb and the DeKalb Community Fire Protection District for Fire Suppression Services and Paramedic Ambulance Services. I am enclosing two (2) executed originals of the Agreement, along with a copy of the Resolution approving the action for your file. It is my understanding that the City Council will vote on this matter on August 9th. If the Agreement is approved and executed, please send me one fully executed original for my file. Please let me know if you have any questions. Thank you.

Sincerely,



Charles G. Brown

*mailed
8-10-2021*

CGB:le

Enc. Resolution/Ordinance (Copy)
Executed Intergovernmental Agreement (2 Originals).
cc: Daniel Faivre w/o enc.
Gerald Bemis w/o enc.
David Lambert w/o enc.