

RESOLUTION 11-82 Adopted July 25, 2011

AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO SIGN AN AGREEMENT WITH THE DEKALB COMMUNITY FIRE PROTECTION DISTRICT FOR FIRE SUPPRESSION SERVICES AND PARAMEDIC AMBULANCE SERVICE FROM AUGUST 1, 2011 THROUGH JULY 31, 2014.

BE IT RESOLVED BY THE CITY COUNCIL of the City of DeKalb, Illinois, as follows:

Section 1. That the Mayor of the City of DeKalb be authorized and directed to execute an agreement with the DeKalb Community Fire Protection District for Fire Suppression Services and Paramedic Ambulance Services from August 1, 2011 through July 31, 2014, a copy of which is attached hereto and made a part hereof as Exhibit "A".

Section 2. That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor's signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a regular meeting thereof held on the 25th day of July, 2011 and approved by me as Mayor on the same day.
Adopted by roll call vote: 7-0-1. Aye: Jacobson, Teresinski, Lash, Gallagher, Baker, O' Leary.
Nay: None. Absent: Naylor.

ATTEST:



STEVE KAPITAN, City Clerk





KRIS POVLSSEN, Mayor

EXHIBIT A

CITY CLERK FILES:
Number: RES 11-82
Date: 7/25/11

**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 28TH day of JULY, 2011,
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, 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 the City limits.

4. The term of this Agreement shall be three (3) years commencing at 12:01 A.M. August 1, 2011, and ending at midnight on July 31, 2014.

5. In consideration of the fire suppression and paramedic ambulances services to be furnished by the City in accordance with the terms of this Agreement for the period August 1, 2011 to July 31, 2012, the District agrees to pay a fee of One Hundred Thirty Five Thousand Six Hundred and Seventeen and no/100 (\$135,617.00) Dollars ("Base Contract Amount). Thereafter, commencing for the contract year August 1, 2012 to July 31, 2013, the District agrees to pay to the City the Base Contract Amount, plus or minus any increase or decrease in the District's tax levy over the previous tax levy as permitted under the applicable provisions of the Property Tax Extension Limitation Law. For the contract year August 1, 2012 to July 31, 2013, the increase or decrease will be based on the increase or decrease in the tax levy amount extended in 2010 over tax levy extended in 2011. The Base Contract Amount as adjusted will be further adjusted in each subsequent year using the same formula. The Base Contract Amount, as

adjusted shall be payable in two (2) equal installments due on December 15 and February 15 during each contract year.

6. a) 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.

b) 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 judgment 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 a report semi-annually on or about July 1st and January 1st commencing January 1, 2012, estimating all fire and ambulance calls within the District for the previous six (6) month period. In addition, the City shall semi-annually on or about July 1st and January 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 judgments,

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, not 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, 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: 
Kris Povlsen, Mayor

BY: 
President

ATTEST:

BY: 
Steven C. Kapitan, City Clerk

BY: 
Secretary

