

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2023, by and between the **BRAIDWOOD FIRE PROTECTION DISTRICT** (hereinafter referred to as "Braidwood"), and the **VILLAGE OF ROMEOVILLE**, Will County, Illinois (hereinafter referred to as "Romeoville").

W I T N E S S E T H:

WHEREAS, Braidwood and Romeoville are units of local government duly organized and existing under the laws of the State of Illinois; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1 *et seq.* authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, Romeoville and Braidwood find that it is in the best interests of their residents to enter into an agreement which provides for Braidwood to provide certain firefighting equipment as hereinafter described to the Romeoville Fire Department for use in its operation of the Romeoville Fire Academy in exchange for tuition credit for Braidwood firefighters to use for courses at Romeoville's Fire Academy; and

WHEREAS, the parties to this Intergovernmental Agreement desire to set forth their respective rights and duties concerning the exchange of the specified firefighting equipment for tuition credit at the Romeoville Fire Academy; and

NOW, THEREFORE, pursuant to statutory authority and their powers of intergovernmental cooperation, and in consideration of the mutual promises and covenants and conditions hereinafter set forth, it is agreed by and between the parties hereto as follows:

ARTICLE I. PREAMBLES

The foregoing recitals are by this reference fully incorporated into and made a part of this Agreement.

ARTICLE II. BRAIDWOOD RIGHTS AND OBLIGATIONS

2.1. In General.

Braidwood shall, subject to the conditions precedent and the limitations set forth in this Article II, and to the other terms and conditions of this Agreement, shall deliver to the Village of Romeoville Fire Academy the following piece of equipment:

A 1996 Spartan Pumper LDH Fire Engine, VIN 4S7AT9D0XTC019201

Pursuant to this Agreement, Braidwood declares this particular fire equipment as surplus. Romeoville agrees that this equipment will be accepted “as is” and without any warranties, express or implied, the existence of the same hereby being disclaimed by the parties. Braidwood shall deliver the equipment to Romeoville within thirty (30) days of the approval of this Agreement by the corporate authorities of both parties, or at such other time as shall be mutually agreed to by the parties. In connection with the delivery of such equipment, Braidwood shall execute and provide to Romeoville such bills of sale, title documents or other indicia of the transfer of ownership as may be reasonably required by Romeoville.

2.2. Cooperation.

Braidwood and Romeoville agree to cooperate in the expeditious completion of the exchange.

2.3. Consultation.

Romeoville and Braidwood shall consult with each other during all phases of the exchange process.

ARTICLE III. ROMEOVILLE RIGHTS AND OBLIGATIONS

3.1. In General.

Romeoville shall, subject to the conditions precedent and the limitations set forth in this Article II, and upon delivery of the aforementioned fire equipment, shall provide Braidwood with a \$10,000.00 tuition credit at the Romeoville Fire Academy. Such tuition credit may be used at the discretion of Braidwood for such personnel and coursework as it shall desire. Once the \$10,000.00 in tuition credit is used in its entirety by Braidwood, the exchange will be deemed complete and Romeoville will have no further obligation to Braidwood. Tuition credit shall be applied against then then-current rates of general applicability charged by the Romeoville Fire Academy.

3.2. Cooperation.

Braidwood and Romeoville agree to cooperate in the expeditious completion of the exchange.

3.3. Consultation.

Romeoville and Braidwood shall consult with each other during all phases of the exchange process.

3.4 Indemnification.

Romeoville shall indemnify and hold Braidwood harmless from any claims of injuries arising or alleged against Braidwood by use of the said fire equipment by Romeoville.

ARTICLE IV. CONDITIONS AND
LIMITATIONS TO BRAIDWOOD OBLIGATIONS

4.1. Conditions Beyond Braidwood' Control.

Provided that Braidwood has fully and satisfactorily performed its undertakings, obligations, and commitments under this Agreement, Braidwood shall, subject to the conditions and limitations set forth in this Article, use its best efforts to perform and complete all the obligations set forth in Article II of this Agreement, but Braidwood shall not be responsible for any failure to perform caused by matters beyond its reasonable control.

4.2. Conditions Precedent to Braidwood' Performance.

Notwithstanding any other provision of this Agreement, the obligation of Braidwood to engage in and complete the exchange shall be subject to all of the following conditions precedent having first been satisfied:

- A. Receipt by Romeoville of all necessary governmental approvals to move forward with this Agreement.
- B. The ability of Braidwood and Romeoville to perform as required by this Agreement without violating any applicable laws or regulations.
- C. All other terms and conditions of this Agreement.

ARTICLE V. CONDITIONS AND
LIMITATIONS TO ROMEOVILLE OBLIGATIONS

5.1. Conditions Beyond Romeoville's Control.

Provided that Romeoville has fully and satisfactorily performed its undertakings, obligations, and commitments under this Agreement, Romeoville shall, subject to the conditions

and limitations set forth in this Article, use its best efforts to perform and complete all the obligations set forth in Article III of this Agreement, but Romeoville shall not be responsible for any failure to perform caused by matters beyond its reasonable control.

5.2. Conditions Precedent to Romeoville's Performance.

Notwithstanding any other provision of this Agreement, the obligation of Romeoville to engage in and complete the exchange shall be subject to all of the following conditions precedent having first been satisfied:

- A. Receipt by Braidwood of all necessary governmental approvals to move forward with this Agreement.
- B. The ability of Braidwood and Romeoville to perform as required by this Agreement without violating any applicable laws or regulations.
- C. All other terms and conditions of this Agreement.

ARTICLE VI. RIGHTS AND OBLIGATIONS OF THE PARTIES

6.1. Indemnification; Waiver.

Braidwood and Romeoville each agree to protect, indemnify, save, defend and hold harmless the other party, as well as such party's officers, officials, volunteers, employees, attorneys, representatives, and agents, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including reasonable attorney's fees, which the other party and for which the other party's officers, officials, volunteers, employees, attorneys, representatives and agents may become obligated by reason of any accident injury or death of persons or loss of or damage to property (collectively, "Claims") arising indirectly or directly in connection with or under, or as a result of this Agreement caused solely by virtue of

any negligent or grossly negligent act or omission of the negligent party and/or its officers, officials, volunteers, employees, attorneys, representatives, and/or agents.

The insurance company, self-insurance pool or similar entity of the party providing the indemnification shall be allowed to raise on behalf of the parties any and all defenses statutory and/or common law to such Claim which the other party might have raised, including but not limited to any defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.

Romeoville and Braidwood on behalf of themselves and their respective officers, officials, volunteers, employees, attorneys, representatives, and agents, hereby waive, release and forever discharge any and all existing or future Claims that any of them may have against the other than now or may in the future exist, which Claims arise from, relate to, or are connected with this Agreement, except Claims relating to the breach of this Agreement.

6.2. Insurance.

Romeoville will provide and maintain insurance coverage for the fire engine upon receipt of title.

ARTICLE VII. LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1. Entire Agreement.

This Agreement incorporates the full and complete understanding of the parties to the exclusion of any terms or provisions not expressly set forth herein.

7.2. Exhibits.

Exhibits attached to this Agreement are, by this reference incorporated into and made a part of this Agreement.

7.3. Amendments.

This Agreement may be amended from time to time upon the mutual written agreement of the parties hereto. Any such amendment shall be in writing and shall not become effective except upon the enactment of an ordinance or resolution of each of the respective governing authorities of the parties, authorizing the execution of the proposed amendment.

7.4. Waivers.

No term or condition of this Agreement shall be deemed waived by any party unless the term or condition to be waived and the circumstances giving rise to such waiver are set forth specifically in a duly authorized and written waiver of such party. No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or different provisions of this Agreement.

7.5. Notices.

Notices or other writings which either party is required to or may wish to serve upon the other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Romeoville:

Village of Romeoville
1050 W. Romeo Road
Romeoville, Illinois 60446
Attention: Fire Chief

If to Braidwood:

Braidwood Fire Protection District
275 W. Main Street
P.O Box 309
Braidwood, IL 60408
Attention: Fire Chief

or to such other address as any party may from time to time designate in a written notice to the other party.

7.6. Enforcement.

It is agreed that the parties hereto may in law or in equity, by suit, action, mandamus or any other proceeding, including specific performance, enforce or compel the performance of this Agreement, provided, however, the parties agree that the rights of the parties shall not include the right to recover a judgment for monetary damages against either village or any elected or appointed official thereof for any breach of any of the terms of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective officers pursuant to the express authorization of their respective boards, as of the date first above written.

**BRAIDWOOD FIRE
PROTECTION DISTRICT**

District President

VILLAGE OF ROMEOVILLE

Village President