

## INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **VILLAGE OF FOREST PARK FIRE DEPARTMENT**, Cook County, Illinois (hereinafter referred to as "Forest Park"), and the **VILLAGE OF ROMEOVILLE FIRE DEPARTMENT**, Will County, Illinois (hereinafter referred to as "Romeoville").

### W I T N E S S E T H:

WHEREAS, Forest Park and Romeoville are municipal corporations 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, the corporate authorities of Romeoville and of Forest Park find that it is in the best interests of the citizens of the respective villages to enter into an agreement which provides for the Forest Park Fire Department providing a fire engine to the Village of Romeoville Fire Department in exchange for tuition credit for Forest Park 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 fire engine 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. FOREST PARK RIGHTS AND OBLIGATIONS

##### 2.1. In General.

FOREST PARK 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 pieces of equipment:

1. A 1994 Pierce Lance fire engine, VIN # 4P1CT02D6RA000168
2. A Hurst Power Unit, Model: Honda 5.5, serial # 50627
3. A Spreader, Model: ML-32, serial # 1474
4. A Cutter, Model Moc II, serial # N970
5. A Ram, Model 30 C, serial # 77814

Pursuant to this Agreement, the Village of Forest Park declares this particular fire equipment a surplus. The Romeoville Fire Department agrees that this equipment will be accepted “as is.” Upon delivery, Forest Park shall sign title of the engine over to the Village of Romeoville Fire Academy.

##### 2.2. Termination Rights.

In addition to any other rights of termination under this Agreement, Forest Park shall have the right to terminate this Agreement in the event any condition set forth in Article III is not satisfied.

2.3. Cooperation.

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

2.4. Consultation.

Romeoville and Forest Park 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 members of the Forest Park Fire Department with a \$10,000.00 tuition credit at the Romeoville Fire Academy. Once the \$10,000.00 in tuition credit is used in its entirety by Forest Park, the exchange will be deemed complete and Romeoville will have no further obligation to Forest Park.

3.2. Termination Rights.

In addition to any other rights of termination under this Agreement, Romeoville shall have the right to terminate this Agreement in the event any condition set forth in Article II is not satisfied.

3.3. Cooperation.

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

3.4. Consultation.

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

ARTICLE IV. CONDITIONS AND  
LIMITATIONS TO FOREST PARK OBLIGATIONS

4.1. Conditions Beyond Forest Park's Control.

Provided that Forest Park has fully and satisfactorily performed its undertakings, obligations, and commitments under this Agreement, Forest Park 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 Forest Park shall not be responsible for any failure to perform caused by matters beyond its reasonable control.

4.2. Conditions Precedent to Forest Park's Performance.

Notwithstanding any other provision of this Agreement, the obligation of Forest Park 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 Forest Park 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 Forest Park of all necessary governmental approvals to move forward with this Agreement.
- B.     The ability of Forest Park 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.

Forest Park 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 Forest Park, 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: Romeoville Fire Department

If to Forest Park:

Village of Forest Park  
517 Desplaines Avenue  
Forest Park, Illinois 60130  
Attention: Forest Park Fire Department

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.

**VILLAGE OF FOREST PARK**

ATTEST:

\_\_\_\_\_  
Fire Chief

Village Clerk

**VILLAGE OF ROMEOVILLE**

ATTEST:

\_\_\_\_\_  
Fire Chief

Village Clerk