

**INTERGOVERNMENTAL VEHICLE USE
AGREEMENT BETWEEN THE VILLAGE OF ROMEOVILLE
AND THE LOCKPORT TOWNSHIP FIRE PROTECTION DISTRICT**

This Agreement is made and entered on the last date set forth next to the signature of each party hereto, by and between the VILLAGE OF ROMEOVILLE, an Illinois municipal corporation (the "Village") and the LOCKPORT TOWNSHIP FIRE PROTECTION DISTRICT, a special district operating under the Illinois Fire Protection District Act (the "District") collectively referred to as the "Parties," which have approved this Agreement in the manner provided by law.

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 authorizes units of local government to cooperate with each other in order to accomplish common goals and objectives; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) provides that any power or powers, privilege or authority exercised or which may be exercised by a public agency or this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency; and

WHEREAS, the Parties consist of "units of local governments" as defined in the Illinois Constitution and are also "public agencies" pursuant to the Intergovernmental Cooperation Act; and

WHEREAS, the Illinois Municipal Code (65 ILCS 5/1-1-5) provides that the corporate authorities of a municipality may exercise jointly all powers that it possesses; and

WHEREAS, the Illinois Fire Protection District Act (70 ILCS 705/10b) provides that a fire protection district may jointly own and operate firefighting equipment and other personal property with another fire district or municipality pursuant to the terms of a written agreement; and

WHEREAS, the Parties recognize a need to cooperate in maintaining their important concerns for public safety and taxpayer efficiency; and

WHEREAS, the Parties hereto have determined that it is in their best interest to enter into this Agreement to allow the District to use at certain designated times the Village's emergency command and communications vehicle.

NOW THEREFORE, the Parties hereby enter into this Intergovernmental Agreement upon the following terms and conditions:

Section One – Definition of Shared Equipment: As used in this Agreement, the term "MOBILE COMMAND CENTER 185" shall mean the Freightliner Chassis emergency command and communications vehicle owned by the Village of Romeoville.

Section Two – Delegation of Authority to Share Equipment: In order to promote the efficient use of the MOBILE COMMAND CENTER 185, the Parties to this Agreement hereby delegate the authority to enter into certain protocols and/or agreements for the District to use the MOBILE COMMAND CENTER 185 for emergency response and/or coordination purposes as follows:

- A. The Village Board of Trustees for the Village of Romeoville hereby authorizes its Emergency Management Coordinator to establish the terms and conditions under which the District may utilize and/or have use of the MOBILE COMMAND CENTER 185.
- B. The Board of Trustees of the Lockport Township Fire Protection District hereby authorizes its Fire Chief to work with the Village's Emergency Management Coordinator and to agree to the terms and conditions and other agreed to parameters in order for the District to use the MOBILE COMMAND CENTER 185.

Section Three - Title: At all times, the MOBILE COMMAND CENTER 185 shall remain the personal property of the Village of Romeoville.

Section Four – Maintenance and Repairs: The Village agrees to be solely responsible for the costs of maintenance and repairs for the MOBILE COMMAND CENTER 185 and to ensure that the vehicle is in good working order.

Section Five - Insurance: The District shall be solely responsible for its own general liability, workers' compensation and employer liability coverage for actions of its own employees involving use of the MOBILE COMMAND CENTER 185. Each Party further agrees to waive any right of subrogation against the other Party stemming from use of the MOBILE COMMAND CENTER 185, to the extent authorized by the insurance policies of the Parties.

Section Six - Indemnification:

- A. To the fullest extent permitted by Illinois law, the District shall indemnify, defend and hold harmless the Village and its officers, employees and agents, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character (collectively "Damages") caused by, resulting from, arising out of or occurring in connection with the District's use of the MOBILE COMMAND CENTER 185 as authorized under this Agreement, provided that any such lawsuit, action, cost, claim or liability is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent act or omission, intentional misconduct, or breach of applicable law by the District and its employees and officers.
- B. To the fullest extent permitted by Illinois law, the Village shall indemnify, defend and hold harmless the District and its officers, employees and agents, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character (collectively "Damages") caused by, resulting from, arising out of or occurring in connection with the use of the MOBILE COMMAND CENTER 185 as authorized under this Agreement, provided that any such lawsuit, action, cost, claim or liability is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the

negligent act or omission, intentional misconduct, or breach of applicable law by the Village and its employees and officers.

Section Seven – Term and Renewal: This Agreement shall remain in full force and effect for a period of five (5) years from the date of signing unless both Parties agree to terminate the Agreement sooner. Either Party may terminate this Agreement at any time with 5 days' written notice given to the Fire Chief or Emergency Management Coordinator of the non-terminating Party.

Section Eight - Amendments: This Agreement shall only be amended by a written instrument approved and signed by all parties hereto. Such amendment shall take effect immediately upon its execution.

Section Nine – Miscellaneous:

- A. This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all offers, negotiations and other agreements concerning the subject matter herein, subject to the ability of the Parties to agree on the use of the MOBILE COMMAND CENTER 185 on a case-by-case basis pursuant to the terms of this Agreement.
- B. If any provision of this Agreement is ruled invalid or unenforceable with respect to any Party hereto, the remainder of this Agreement shall not be affected and each such provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section Eleven – Governing Law: This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois. Any litigation concerning this Agreement shall take place in the 12th Judicial Circuit Court, Will County, Illinois.

IN WITNESS WHEREOF, the Parties, pursuant to proper and necessary authorization have executed this Agreement on the date shown below.

APPROVED AND ADOPTED on this _____ day of _____, 2018 by

Village of Romeoville

ATTEST:

By: _____
John D. Noak
Village Mayor

By: _____
Dr. Bernice E. Holloway
Village Clerk

APPROVED AND ADOPTED on this _____ day of _____, 2018 by

**LOCKPORT TOWNSHIP FIRE
PROTECTION DISTRICT**

ATTEST:

By: _____
Dave Payla
President, Board of Trustees

By: _____
Henry Meader
Secretary, Board of Trustees