

9/26/2012

71-R-12

A RESOLUTION

**Approving and Authorizing an Intergovernmental Agreement
With the Village of Skokie, Illinois, for use of Property in
Fire Department Training**

WHEREAS, Article VII, Section 10, of the *Constitution of the State of Illinois* provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law; and

WHEREAS, the Intergovernmental Cooperation Act provides that any powers, privileges, functions, or authority exercised or which may be exercised by a public agency may be exercised, combined, transferred, and enjoyed jointly, and that public agencies may enter into agreements in furtherance of powers granted to them, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the City of Evanston and the Village of Skokie are units of local government and public agencies, and as such, have the authority to enter into this agreement; and

WHEREAS, the Evanston and Skokie Fire Departments share a common objective of providing premier public safety services to their respective communities and understand that the preparation of firefighters and fire companies to provide the highest level of service possible is only attainable through appropriate training; and

WHEREAS, Skokie previously constructed a Drill Tower (hereinafter "Tower") in 2003 for fire training, and Evanston desires to participate jointly with Skokie in the renovation and enhancement of the Tower; and

WHEREAS, Evanston will provide \$286,000 toward the costs necessary for the project; and

WHEREAS, the City Manager recommended to the Mayor and the City Council that the Intergovernmental Agreement with the Village of Skokie, for the use of property in Fire Department training, be approved substantially in the form attached hereto and marked as Exhibit "1", subject to changes approved by the City Manager and that may be approved as to form by the Corporation Counsel of the City of Evanston; and

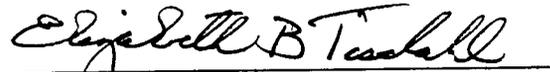
WHEREAS, the City Council of the City of Evanston has determined that it is in the best interests of the City of Evanston to enter into said Agreement with the Village of Skokie,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: That the City Manager is hereby authorized and directed to sign and the City Clerk authorized and directed to attest on behalf of the City, the Intergovernmental Agreement with the Village of Skokie, Illinois, for the use of property in Fire Department training, a copy of which is attached hereto and marked Exhibit "1".

SECTION 2: That the City Manager is hereby authorized and directed to negotiate any additional conditions of the Agreement as may be determined to be in the best interests of the City and that may be approved as to form by the Corporation Counsel.

SECTION 3: That this Resolution 71-R-12 shall be in full force and effect from and after its passage and approval in the manner provided by law.


Elizabeth B. Tisdahl, Mayor

Attest:


Rodney Greene, City Clerk

Adopted: October 22, 2012

Exhibit 1 – Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF SKOKIE AND THE CITY OF EVANSTON FOR THE USE OF PROPERTY IN FIRE DEPARTMENT TRAINING

THIS INTERGOVERNMENTAL AGREEMENT is made this ____ day of _____, 2012, by and between the CITY OF EVANSTON, (hereinafter "Evanston"), an Illinois municipal corporation, and the VILLAGE OF SKOKIE (hereinafter "Skokie"), an Illinois municipal corporation. The Village of Skokie and the City of Evanston shall jointly be referred to as "Parties",

WHEREAS, Article VII, Section 10, of the *Constitution of the State of Illinois* provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law; and

WHEREAS, the Intergovernmental Cooperation Act provides that any powers, privileges, functions, or authority exercised or which may be exercised by a public agency may be exercised, combined, transferred, and enjoyed jointly, and that public agencies may enter into agreements in furtherance of the powers granted to them, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Parties are units of local government and public agencies, and as such, have the authority to enter into this Agreement; and

WHEREAS, the Evanston and Skokie Fire Departments share a common objective of providing premier public safety services to their respective communities and understand that the preparation of firefighters and fire companies to provide the highest level of service possible is only attainable through appropriate training; and

WHEREAS, the Parties have been participants since at least 1972 in a mutual aid relationship as allowed by the Illinois Compiled Statutes, 65 ILCS 5/11-6-1, establishing a mutual response and assistance system among North Suburban communities in the Chicago area; and

WHEREAS, Skokie previously established a Drill Tower (hereinafter "Tower") in 2003 for fire training, at Fire Station 17, located at 8157 Central Park Avenue in Skokie, and Evanston desires to participate jointly with Skokie in the renovation and enhancement of the Tower and will provide \$286,000 of the costs necessary for the work, and thereafter jointly participate with Skokie in the use and maintenance costs of the Tower; and

WHEREAS, the Parties, acting through this Intergovernmental Agreement, are establishing a joint venture and are acting pursuant to the Illinois statutory authority of 745 ILCS 10/7-101 *et seq.*, 820 ILCS 305/1 *et seq.*, and 820 ILCS 305/5(a) to provide training for Firefighters of both Skokie and Evanston through the joint venture in operating a fire training facility; and

WHEREAS, in view of the financial contributions of Evanston and the prior financial commitment of Skokie in creating the Tower, the Parties have already or will have

contributed significant financial investment in the joint venture of the Tower, as set forth in this Agreement; and

NOW, THEREFORE, in consideration of the promises, obligations, provisions and conditions stated hereinafter, the Parties agree to the following:

1. Recitals. The representations set forth in the foregoing recitals are material to this Intergovernmental Agreement and are hereby incorporated into and made a part of this Intergovernmental Agreement as though they were fully set forth in this Section 1.
2. Financial Support. In recognition of Skokie's significant initial investment for the development of the Tower, Evanston agrees pay the sum of \$286,000 (Two Hundred Eighty Six Thousand Dollars) for enhancements and renovations necessary to upgrade the Tower to its most effective configuration. This sum shall be due on or before February 1, 2013.
3. Schedule of Use. A detailed schedule for the utilization of the Tower shall be determined and agreed upon by the respective Fire Chiefs or designees, and shall include 25% of each month to be set aside for individual use by each Fire Department, 25% of each month to be set aside for mutual use to enhance departmental interaction, and 25% will be available for facility maintenance or future training set up.
4. Indemnification and Hold Harmless. To the extent permitted by law, the Parties will rely on the Local Governmental and Government Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*, any other State or Federal law whereby immunities may be extended and applicable along with related case law. To the extent that the Local Government Tort Immunity Act does not immunize the acts of the Parties or their employees, and except for claims of employees under the Workers Compensation Act:

A. Evanston agrees to indemnify, defend and hold Skokie, its agents and employees, harmless from all claims, causes of action, suits, damages, liabilities, costs, liens, fines, penalties, interest, expenses or demands including without limitation reasonable attorney's fees and litigation costs, expenses incurred by Skokie in connection with the defense of any action, suit or proceeding in which it is made a party (or so threatened) by reason of any action of the Evanston, its officers, agents or employees in connection with the performance of this Intergovernmental Agreement.

B. Skokie agrees to indemnify, defend and hold the Evanston, its agents, and employees, harmless from all claims, causes of action, suits, damages, liabilities, costs, liens, fines, penalties, interest, expenses or demands including without limitation reasonable attorney's fees and litigation costs, expenses incurred by the Evanston in connection with the defense of any action, suit or proceeding in which it is made a party (or so threatened) by reason of any action of Skokie, its officers, agents or employees in connection with the performance of this Intergovernmental Agreement.

5. Insurance. Before this Intergovernmental Agreement goes into effect, the Parties shall develop, agree upon and sign a document separate from this Agreement which establishes the amounts and types of insurance or self-insurance coverage to be provided by each of the Parties and deliver to the other Party a Certificate of Insurance or Certificate of Self-Insurance reflecting the agreed coverages. The Parties may amend the types and amounts of the insurance or self-insurance coverages from time to time, which amendments must be written and signed by both Parties.
6. Policies and Practices. A separate document detailing "Policies and Practices" shall be drafted, agreed upon and implemented pertaining to the utilization of the Tower. Such a document shall include, but not be limited to: training facility supervision, environmental protections issues, and live firing training.
7. Annual Fee. Evanston agrees to pay an annual sum of \$15,000 (Fifteen Thousand Dollars) which shall be due on February 1, 2013. Each subsequent year, commencing in 2014, the fee shall be raised 3%. This fee is to compensate Skokie's maintenance costs and replacement of consumable training supplies.
8. Maintenance. Both Parties agree and understand that ongoing maintenance of the Tower is essential to the optimum operation efficiency. An annual review of the drill tower condition to include an evaluation of principal and essential components, to determine if refurbishment or significant repair beyond basic maintenance is needed with the cost of such undertaking of enhanced work to be shared equally by the Village of Skokie and City of Evanston. It is also agreed and understood that Skokie shall perform all maintenance, enhancement, renovation or improvements to the Drill Tower.
9. Corporate Authorization. This Intergovernmental Agreement is contingent upon the corporate authorities of each Party approving this Agreement. If either Party's corporate authority does not give such approval this contract shall become null and void.
10. Governing Law. This Intergovernmental Agreement shall be governed in accordance with the laws of the State of Illinois (excluding its conflicts of law rules) and any dispute arising as to the interpretation of this Agreement shall be heard in a court of competent jurisdiction sitting in Cook County, Illinois and in no other court.
11. Notices. All notices, demands or other communications required to be given under this Intergovernmental Agreement shall be in writing and shall be deemed duly served if personally served, sent by certified mail, return receipt requested, or by facsimile transmission, with a copy sent first class mail on the date of transmission. All notices shall be addressed to the Party intended to be served. Until changed in the manner provided in the previous sentence, the addresses of the Parties shall be:

If to Skokie:

Village of Skokie
5127 Oakton Street
P.O. Box 309
Skokie, Illinois 60077
Attention: Village Clerk
(847) 933-8203
Fax: (847) 673-0525

with copies to:
Village Manager
5127 Oakton Street
Skokie, Illinois 60077
(847) 933-8210
Fax: (847) 673-0525

Corporation Counsel
5127 Oakton Street
Skokie, Illinois 60077
(847) 933-8270
Fax: (847) 933-8200

If to Evanston:

City of Evanston
2100 Ridge Avenue
Suite 4500
Evanston, Illinois 60201
Attention: City Manager
(847) 866-2936

with copies to:
Corporation Counsel
2100 Ridge Avenue
Evanston, Illinois 60201
(847) 448-4311

12. Benefit. This Intergovernmental Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.
13. Amendments. This Intergovernmental Agreement may be amended only in writing with the approval of both of the Parties.
14. Termination. Either Party hereto may cancel this Intergovernmental Agreement by delivery of written notice to the other Party with at least 60 days notice. If Skokie elects to terminate this Agreement subsequent to Evanston's payment stated in paragraph 2, then the amount originally paid by Evanston will be refunded on a prorated basis with the refundable amount decreasing at the rate of 20% per year for the number of years that this Agreement has been in effect. If the Agreement remains in effect for 5 or more years, no refund shall be provided. There shall be no reimbursement for the annual fee outlined in paragraph 7.
15. Breach. If either Party waives a breach of any Section of this Intergovernmental Agreement by the other Party, that waiver will not operate or be construed as a waiver of any subsequent breach by either Party or prevent either Party from enforcing such provisions. No waiver shall be valid unless in writing and signed by an authorized officer of the Parties.

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shall be valid unless in writing and signed by an authorized officer of the Parties.

- 16. Transferability. This Intergovernmental Agreement is not assignable or transferable.
- 17. Term. This Intergovernmental Agreement shall be effective for a term of ten years from the date of execution. At the end of the term, or successive terms, this Agreement shall be automatically renewed for successive five-year terms unless either Party gives the other Party 60 days written notice that the Agreement will not be renewed or if either Party wishes to terminate the Agreement after 36 months with 60 days written notice.
- 18. Separability. If any of the terms of this Intergovernmental Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions here of shall remain in full force and effect, and be binding upon the Parties hereto. The Parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid or enforceable provision that comes as close as possible to the intent of the stricken provision.

In witness whereof, the Parties have caused this Intergovernmental Agreement to be executed by their duly authorized and proper officers as of the date first written above.

VILLAGE OF SKOKIE

CITY OF EVANSTON

By: [Signature]
Village Manager

By: [Signature]
City Manager

Attest: [Signature]
Village Clerk

Attest: [Signature]

Approved as to form:
[Signature]
W. Grant Farrar
Corporation Counsel

