

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF ROCHELLE AND
OGLE-LEE FIRE PROTECTION DISTRICT**

This Agreement made this 14th day of April 2015, by and between the CITY OF ROCHELLE, an Illinois Municipal Corporation ("City"), and the OGLE-LEE FIRE PROTECTION DISTRICT, an Illinois Fire Protection District ("District").

WITNESSETH:

THAT WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local governments to contract and 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 or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, as amended, 5 ILCS 220/1 *et seq.*, and the Illinois Municipal Code, 65 ILCS 5/1-1-5 *et seq.*, also authorize units of local government to exercise and enjoy jointly their powers, privileges, or authority, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, the District is a duly formed Illinois fire protection district pursuant to 70 ILCS 705/1 *et seq.*, comprising parts of Ogle and Lee Counties, Illinois; and

WHEREAS, the City owns and operates a municipal fire department which would be available to provide services to the District in exchange for compensation paid by the District to the City.

NOW, THEREFORE, the parties agree as follows:

1. **Intent**. It is the parties' intent to operate and manage the District and City fire departments as a single entity.
2. **Fire Calls**. City shall respond with sufficient and adequate firefighters and equipment to all fire calls within the District.
3. **Rescue Calls**. City shall provide rescue services to the District at the applicable resident rate and the fee shall be billed and shall be the sole responsibility of the individual or family for whose benefit the services are provided.
4. **Ambulance Calls**. City shall provide ambulance services to the District at the applicable resident rate and the fee shall be billed and shall be the sole responsibility of the individual or family for whose benefit the services are provided.

5. Management Board. A Management Board may be formed and shall consist of two members appointed by the District and two members appointed by the City. The Management Board shall meet not less than quarterly and shall have the following responsibilities:
 - A. To provide liaison between the District and the City.
 - B. To provide joint policy review and oversight.
 - C. To develop a Long Range Joint Operating Master Plan and make recommendations to the District and the City.
6. Operations. All operations and day-to-day management shall be under the direction of the City's Fire Chief and City Manager, subject to District review. Operations shall consist of, but not be limited to, fire suppression, EMS, rescue, haz mat, personnel, training, fire prevention, dispatching, public information, response record keeping, and payment of bills and payroll.
7. Compensation. District shall pay the City the sum of \$60,000.00 per year at the rate of \$5,000.00 per month, for the period May 1, 2015 to April 30, 2018.
8. Ambulance Referendum. District Trustees will call for an Ambulance Service Referendum requesting a special tax levy not to exceed .30% of the value of all taxable property in March, 2016, in compliance with 70 ILCS 705/22. If the referendum is passed, District will increase its monthly payments to City, beginning May 1, 2017, by the amount of the actual cost to the City in providing ambulance and rescue services to the District, to include depreciation of equipment, salaries, costs for training, etc. less insurance and cash payments received by City from the residents of the District, as calculated by City for the prior year, beginning for the year of May 1, 2016, through April 30, 2017. The parties will establish the method of calculating the above actual cost by using reasonable accounting procedures.
9. Term. This Agreement shall be for the term of three (3) years beginning May 1, 2015, and ending April 30, 2018, and shall continue from year to year thereafter, unless either party gives written notice of termination to the other party no less than six (6) months prior to the end of the then current term.
10. Termination of Prior Agreement. THIS AGREEMENT IS INTENDED TO REPLACE INTERGOVERNMENTAL AGREEMENT DATED MARCH 29, 2010, BETWEEN CITY AND DISTRICT, PROVIDED THAT CITY DELIVERS A FULLY EXECUTED AGREEMENT TO DISTRICT ON OR BEFORE APRIL 30, 2015.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year as first written above.

OGLE-LEE FIRE PROTECTION DISTRICT CITY OF ROCHELLE

By: 
Eric Petry, President

By: _____
Chet Olson, Mayor

Attest: 
Richard Kasmar, Secretary

Attest: _____
Bruce McKinney, Clerk

(Corporate Seal)

(Corporate Seal)

Prepared by:
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