

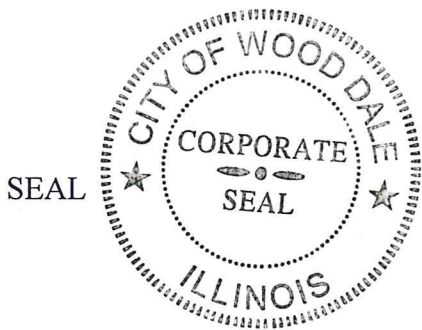
STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, Lynn Curiale, City Clerk of Wood Dale, Illinois DO HEREBY CERTIFY that as such City Clerk and keeper of the records, that the foregoing is a true and correct copy of Resolution **#R-20-16 A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WOOD DALE AND THE WOOD DALE FIRE PROTECTION DISTRICT #1 FOR FIRE EQUIPMENT TO SERVE THE CITY'S DEVELOPMENT AREA**

Passed by The City of Wood Dale, Du Page County, Illinois, IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 7th day of May, 2020



Lynn Curiale, City Clerk



Resolution #R-20-16

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WOOD DALE AND THE WOOD DALE FIRE
PROTECTION DISTRICT #1 FOR FIRE EQUIPMENT TO SERVE THE CITY'S
DEVELOPMENT AREA**

Passed: May 7, 2020
Published in Pamphlet Form: May 8, 2020

I, Lynn Curiale, as the City Clerk for the City of Wood Dale, hereby certify that the attached Resolution is a true and correct copy of **#R-20-16**

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WOOD DALE AND THE WOOD DALE FIRE
PROTECTION DISTRICT #1 FOR FIRE EQUIPMENT TO SERVE THE CITY'S
DEVELOPMENT AREA**

Passed and approved by the City Council of the City of Wood Dale on May 7, 2020 and hereby published in pamphlet on May 8, 2020



Lynn Curiale, City Clerk



RESOLUTION NO. R-20-16

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WOOD DALE AND THE WOOD DALE FIRE PROTECTION
DISTRICT #1 FOR FIRE EQUIPMENT TO SERVE THE
CITY'S DEVELOPMENT AREA**

WHEREAS, the City is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

WHEREAS, the City possesses the authority, pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, to adopt ordinances and resolutions and to enter into agreements pertaining to the public health, safety and welfare; and

WHEREAS, the City Council possesses full authority to approve and pass all necessary ordinances, resolutions, rules, regulations and agreements necessary for carrying into effect the objects for which the City was formed, in accordance with the Illinois Municipal Code; and

WHEREAS, the City Council of the City is the corporate authority for the City and is authorized by law to exercise all powers and to control the affairs of the City; and

WHEREAS, the Fire District is a Fire Protection District organized and existing under the Illinois Fire Protection District Act (hereinafter the "Act"), 70 ILCS 705/1, *et seq.*; 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 further authorize units of local government to contract and otherwise associate with individuals, associations and corporations in any manner not prohibited by any law or by ordinance; and

WHEREAS, the City and Fire District are public agencies, as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*; and

WHEREAS, the City and the Fire District are authorized to enter into an Intergovernmental Agreement for matters that will benefit both entities, pursuant to the statutory authority provided by the Intergovernmental Cooperation Act, 5 ILCS, 200/1 *et seq.*; and

WHEREAS, because of the commonality of territory and population served, the City and the Fire District seek to cooperate in endeavors that benefit each other and the residents of both the City and the Fire District ; and

WHEREAS, in recognition of the Commercial and Residential Developments previously approved by the City and the impact of those Developments on the manpower and equipment on the Fire District, the City has agreed to pay to the Fire District the sum of One Hundred Fifty Thousand Dollars and 00/100 (\$150,000.00) for Fire equipment necessary to serve these areas; and

WHEREAS, said funds being used for this equipment are from the real estate taxes and other tax benefits realized from said Developments; and

WHEREAS, the Fire District has agreed to use said funds solely for the purpose of purchasing the additional equipment to assist in serving the Residential and Commercial Developments along with the other properties in the City and adjacent thereto; and

WHEREAS, the Parties have memorialized their respective understandings in a *An Intergovernmental Agreement Between the City of Wood Dale and Wood Dale Fire Protection District #1 For Fire Equipment to Serve the City's Development Area*, which is attached hereto and incorporated herein as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOOD DALE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS

SECTION ONE: The recitals set forth above are incorporated herein and made a part of this Resolution.

SECTION TWO: The Intergovernmental Agreement entitled, *An Intergovernmental Agreement Between the City of Wood Dale and Wood Dale Fire Protection District #1 For Fire Equipment to Serve the City's Development Area*, attached hereto as Exhibit "A", is hereby approved by the City of Wood Dale.

SECTION THREE: The Mayor is authorized to sign and execute the *Intergovernmental Agreement Between the City of Wood Dale and Wood Dale Fire Protection District #1 For Fire Equipment to Serve the City's Development Area* with the Wood Dale Fire Protection District #1, in substantially the same form as is attached hereto as Exhibit "A".

SECTION FOUR: The Mayor, City Manager, City Staff and the City Attorney are authorized and directed to take all steps necessary to carry out the terms and conditions of the Intergovernmental Agreement.

SECTION FIVE: Any and all ordinances or resolutions, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby

repealed.

SECTION SIX: This Resolution shall be in full force and effect from and after its adoption and approval, by the corporate authorities, in the manner provided for by law.

PASSED this 7th day of May, 2020.

AYES: Alderman Catalano, Susmarski, E. Wesley, Messina, Woods, Sorrentino, Jakab

NAYS: None

ABSENT: R. Wesley

APPROVED this 7th day of May, 2020

SIGNED: *Annunziato Pulice*
Annunziato Pulice, Mayor

ATTEST: *Lynn Curiale*
Lynn Curiale, City Clerk

**A RESOLUTION APPROVING AN
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WOOD DALE AND THE WOOD DALE FIRE
PROTECTION DISTRICT #1 FOR FIRE EQUIPMENT TO SERVE THE CITY'S
DEVELOPMENT AREA**

May 19, 2020

Resolution No. 2020-97

RECITALS

WHEREAS, the Wood Dale Fire Protection District, (hereinafter the "Fire District") DuPage County, Illinois, is a Fire Protection District organized and existing under the Illinois Fire Protection District Act (hereinafter the "Act"), 70 ILCS 705/1, *et seq.*; and

WHEREAS, the Board of Trustees of the District (hereinafter the "Board") are accorded the power, pursuant to the Act, 70 ILCS 705/6, to control the affairs of the District and to pass all resolutions necessary to carry out the affairs of the District; and

WHEREAS, the City of Wood Dale (hereinafter the "City") is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

WHEREAS, the City and Fire District are public agencies, as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*; and

WHEREAS, the Fire District and the City are authorized to enter into Intergovernmental Agreements pursuant to the provisions of Article VII, Section 10, of the Illinois Constitution which provides, in part, 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 of function in any manner not prohibited by law and ordinance; and

WHEREAS, the Fire District and the City are authorized to enter into Intergovernmental Agreements pursuant to the statutory authority provided by the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et. seq.*; and

WHEREAS, the Fire District is authorized and empowered, under the Fire Code, to enter into and regulate contracts arising within the Fire District boundaries and involving the Fire District; and

WHEREAS, because of the commonality of territory and population served, the City and the Fire District seek to cooperate in endeavors that benefit each other and the residents of both the City and the Fire District ; and

WHEREAS, in recognition of the Commercial and Residential Developments previously approved by the City and the impact of those Developments on the manpower and equipment on the Fire District, the City has agreed to pay to the Fire District the sum of One Hundred Fifty Thousand Dollars and 00/100 (\$150,000.00) to defray a portion of the cost of the Fire equipment necessary to serve these areas; and

WHEREAS, the Fire District agrees to use said funds solely for the purpose of applying toward the purchase of additional equipment to assist in serving the Residential and Commercial Developments, along with the other properties in the District; and

WHEREAS, the City and the Fire District desire to enter into an Intergovernmental Agreement for fire equipment to serve the City's development area; and

WHEREAS, the Parties have memorialized their respective understandings in, *An Intergovernmental Agreement Between the City of Wood Dale and Wood Dale Fire Protection District #1 For Fire Equipment to Serve the City's Development Area*, which is attached hereto and incorporated herein as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE WOOD DALE FIRE PROTECTION DISTRICT, duly assembled at a Regular Board Meeting, as follows:

Section 1. The foregoing recitals are hereby incorporated by reference as if fully set forth and are made a part of this Resolution.

Section 2. The Intergovernmental Agreement entitled, *An Intergovernmental Agreement Between the City of Wood Dale and Wood Dale Fire Protection District #1 For Fire Equipment to Serve the City's Development Area*, attached hereto as Exhibit "A", is hereby approved by the Wood Dale Fire Protection District.

Section 3. The Board President is hereby authorized and directed to execute said Agreement, on behalf of the Board of the Trustees, and the Board Secretary is hereby authorized to attest thereto.

Section 4. Legal Counsel and Staff of the District are hereby authorized to take all necessary steps to ensure the execution of the Agreement.

Section 5. This Resolution shall be effective immediately and shall be in full force and effect after its adoption and approval by the Board of Trustees, in the manner provided for by law.

ADOPTED this 19th day of May 2020.


AYES: 3

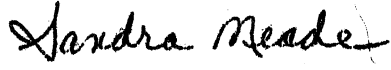
NAYS: 0

ABSTAIN: 0

ABSENT: 0

WOOD DALE FIRE PROTECTION DISTRICT:

By: 
Ronald Herff, President
Board of Trustees
Wood Dale Fire Protection District

ATTEST: 
Sandra Meade, Secretary
Board of Trustees
Wood Dale Fire Protection District

(SEAL)

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WOOD DALE
AND THE WOOD DALE FIRE PROTECTION DISTRICT #1 FOR FIRE EQUIPMENT
TO SERVE THE CITY'S DEVELOPMENT AREA**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as "Agreement"), made this 7th day of May 2020, between the CITY OF WOOD DALE, a body corporate and politic, (hereinafter referred to as "City") and the WOOD DALE FIRE PROTECTION DISTRICT #1, DuPage County, Illinois, an Illinois Fire District, organized and existing in accordance with the Illinois Fire Code, a body corporate and politic (hereinafter referred to as "Fire District") (collectively referred to as the "Parties"),

WITNESSETH:

WHEREAS, the City is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

WHEREAS, the Fire District is a Fire Protection District organized and existing under the Illinois Fire Protection District Act (hereinafter the "Act"), 70 ILCS 705/1, *et seq.*; and

WHEREAS, the City possesses the authority, pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, to adopt ordinances and resolutions and to enter into agreements pertaining to the public health, safety and welfare; and

WHEREAS, the Fire District possesses the authority, pursuant to the Illinois Fire Code, to adopt ordinances and resolutions and to enter into agreements pertaining to the public health, safety and welfare; and

WHEREAS, the City Council possesses full authority to approve and pass all necessary ordinances, resolutions, rules, regulations and agreements necessary for carrying into effect the objects for which the City was formed, in accordance with the Illinois Municipal Code; and

WHEREAS, the Fire District possesses full authority to approve and pass all necessary ordinances, resolutions, rules, regulations and agreements necessary for carrying into effect the objects for which the Fire District was formed, in accordance with the Illinois Fire Code; and

WHEREAS, the City Council of the City is the corporate authority for the City and is authorized by law to exercise all powers and to control the affairs of the City; and

WHEREAS, the Fire Board of Trustees is the governing authority for the Fire District and is authorized by law to exercise all powers and to control the affairs of the Fire District; 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 further authorize units of local government to contract and otherwise associate with individuals, associations and corporations in any manner not prohibited by any law or by ordinance; and

WHEREAS, the City and Fire District are public agencies, as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*; and

WHEREAS, because of the commonality of territory and population served, the City and the Fire District seek to cooperate in endeavors that benefit each other and the residents of both the City and the Fire District ; and

WHEREAS, the City and the Fire District are authorized to enter into this Agreement pursuant to the statutory authority provided by the Intergovernmental Cooperation Act, 5 ILCS, 200/1 *et seq.*

NOW, THEREFORE, pursuant to their powers of intergovernmental cooperation and in consideration of the foregoing premises and the mutual promises, agreements, covenant set forth herein the receipt and sufficiency of which is mutually acknowledged, IT IS MUTUALLY AGREED between the City and Fire District, as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are incorporated herein by reference as if fully set forth.

Section 2. Term. This Agreement shall commence on May 1, 2020, and terminate on April 30, 2021. This Term may be extended, pursuant to the written agreement of the Parties.

Section 3. City Responsibilities. The City shall, in recognition of the Commercial and Residential Developments approved by the City and the impact of those Developments on the manpower and equipment on the Fire District, pay to the Fire District the sum of One Hundred Fifty Thousand Dollars and 00/100 (\$150,000.00) on or before July 31, 2020, as and for equipment related to said Developments. Said funds being used for said equipment are from the real estate taxes and other tax benefits realized from said Developments.

Section 4. Fire District Responsibilities. The Fire District shall use said funds solely for the purpose of purchasing the additional equipment to assist in serving the Residential and Commercial Developments along with the other properties in the City and adjacent thereto. Should the Fire District fail or refuse to spend said funds for the purpose stated herein; the Fire District shall, within thirty (30) days of receipt of Notice from the City, as provided for herein, return said funds

Section 5. Default. Any Party in breach of this Agreement shall have thirty (30) days to cure such breach after service of notice of such by the non-breaching Party. If the breach is not cured within such time, the breaching Party shall be deemed in default of this Agreement, and the non-breaching Party shall have any and all legal, equitable, and administrative remedies available to it against the breaching Party on account of said default. The breaching Party shall be obligated to pay all reasonable attorney's fees, court costs, and expenses of the non-breaching Party relating to an action of any kind by the non-breaching Party to enforce this Agreement. Any action to enforce this Agreement shall be brought in the 18th Judicial Circuit Court of DuPage County, Wheaton, Illinois.

Section 6. Insurance and Indemnification. The Fire District shall be responsible for ensuring that any and all equipment purchased with the funds contemplated herewith is Titled in the name of the Fire District and, if required, is properly insured. The Fire District shall indemnify and hold harmless the City, its Elected Officials, officers, employees, volunteers, agents, successors and assigns, against any and all liabilities, damages, losses, expenses, causes of action, demands, claims, suits or judgments, including reasonable attorneys' fees of any nature, kind or description arising out of, caused by or resulting from, any claim in connection with the expenditure of the funds contemplated by this Agreement. This obligation shall survive the expiration of this Agreement.

Section 7. Entire Agreement. This Agreement constitutes the entire agreement and understandings of the Parties with respect to this matter and supersedes all prior understandings and agreements.

A. Notices. All notices required or permitted to be given under this Agreement shall be in writing and mailed prepaid by certified or registered mail, or by electronic mail with proof of delivery to the appropriate addresses indicated below:

City of Wood Dale

Jeffrey Mermuys
City Manager
City of Wood Dale
404 N. Wood Dale Road
Wood Dale, IL 60191
jmermuys@wooddale.com

With Copy to: Patrick K. Bond
City Attorney
Bond, Dickson & Conway
400 S. Knoll Street, Unit C
Wheaton, IL 60187
patrickbond@bond-dickson.com

Fire District

James F. Burke
Fire Chief
Wood Dale Fire Protection District
589 N. Wood Dale Road
Wood Dale, IL 60191
jburke@wdfd.org

With Copy to: Sean Conway
Fire District Attorney
Bond, Dickson & Conway
400 S. Knoll Street, Unit C
Wheaton, IL 60187
seanconway@bond-dickson.com

B. Amendment. This Agreement may be amended at any time, provided such amendment is in writing and approved by the corporate authorities of both Parties.

- C. Binding. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties as if they were parties to this Agreement.
- D. Assignment. Neither Party shall have the right to assign this Agreement without the prior written consent of the other Party.
- E. Validity. The invalidity of any provision of this Agreement shall not render invalid any other provision herein. If for any reason any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, said provision shall be deemed severed and this Agreement shall remain in full force and effect with that provision severed or modified by court order.
- F. Governing Law. This Agreement shall be governed, interpreted and construed according to the laws of the State of Illinois.
- G. Counterparts. This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first above written.

CITY OF WOOD DALE

Annunziato Pulice

Annunziato Pulice, Mayor

ATTEST:

Lynn Curiale

Lynn Curiale, City Clerk

WOOD DALE FIRE PROTECTION DISTRICT

Ron Herff

Ron Herff, Fire Board President

ATTEST:

Sandra Meade

Sandra Meade, Secretary