

RESOLUTION R-42-12

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT AND BY-LAWS FOR THE WEST SUBURBAN FIRE/RESCUE ALLIANCE

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/3) authorizes units of local governments to cooperate with each other in order to accomplish common goals and objectives;

WHEREAS, the Corporate Authorities of the City of Wheaton have concluded that the establishment of a West Suburban Fire/Rescue Alliance will prompt the public health, safety and welfare of the citizens of the City of Wheaton by providing cooperation among fire agencies and the economic benefits of bulk alliance purchasing.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Wheaton, DuPage County, Illinois pursuant to its home rule authority, that:

- A.) The Mayor is hereby authorized to sign and the City Clerk is hereby directed to attest to that certain "West Suburban Fire/Rescue Alliance Intergovernmental Agreement and By-Laws" [hereinafter AGREEMENT] which is hereby approved, and which is attached hereto and incorporated herein as if fully set forth as Group Exhibit 1.
- B.) Staff is directed and authorized to implement and administer the AGREEMENT in strict conformance with its terms.

ADOPTED this 18th day of June, 2012.

Mayor

ATTEST:

Shawn Sanguinetti
City Clerk

Roll Call Vote:

Ayes:	Councilwoman Ives Councilman Rutledge Mayor Gresk Councilwoman Pacino Sanguinetti Councilman Scalzo Councilman Suess
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Nays: None

Absent: Councilman Mouhelis

Motion Carried Unanimously

**WEST SUBURBAN FIRE/RESCUE ALLIANCE
INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT, entered into on the effective date hereafter set forth, by and between the West Chicago Fire Protection District, the Carol Stream Fire Protection District, the City of Wheaton, and the Winfield Fire Protection District (hereinafter collectively referred to as the "Founding Agencies"):

WITNESSETH:

WHEREAS, the Founding Agencies have determined that there is a meaningful opportunity to advance the health, safety and welfare of the citizens of northern Illinois by fostering the tradition of cooperation in the Illinois Fire Service through the formation of a formal strategic alliance among local governments engaged in providing fire, emergency medical and rescue services to their constituents; and

WHEREAS, the Founding Agencies have determined that such an alliance would advance the collective interests of its members and the citizens they serve; and

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

WHEREAS, the Intergovernmental Cooperation Act [5 ILCS 220/3] ("the Act") provides that any power or powers, privilege or authority exercised or which may be exercised by a public agency may be exercised, transferred, combined and enjoyed jointly with any other public agency; and

WHEREAS, Section 2 of the Act defines a public agency as "any unit of local government" (5 ILCS 220/2); and

WHEREAS, it is the desire of the Founding Agencies to advance the level of cooperation among themselves and among other fire, emergency medical and rescue service providers;

NOW, THEREFORE, in consideration of the mutual advantages to be derived therefrom and in consideration of the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. **Organization.** Pursuant to their respective authority to enter into intergovernmental agreements, the Founding Agencies hereby agree to form, promote, and offer mutual support to an organization to be known as the "West Suburban Fire/Rescue Alliance" (the "Alliance"), which shall have as its purpose the identification and implementation of improvements in the fire rescue service which can be derived through joint strategic planning, dispatch procedures, training initiatives, resource management and purchasing.

2. **Membership.** Each Founding Agency who is a signatory to this Agreement shall be a member of the Alliance. Other agencies may be admitted upon the recommendation of the Board of Directors and upon that agency's compliance with the terms of membership as hereafter set forth, and upon such agency's execution of an amendment to this Agreement which provides for the admission of such agency.

3. **Governance.** The Alliance shall be governed by a Board of Directors which is hereby formed. The number of directors of the Alliance shall be equal to the number of agencies admitted to the Alliance. The initial Board of Directors therefore shall be composed of four individuals. The fire chief of each Founding Agency shall be a director and the fire chief of each agency hereafter admitted shall become a director upon admission of such agency. Where any agency is not served by a fire chief, that agency's chief executive officer shall be a director. The affairs of the Alliance shall be managed by the directors pursuant to the initial by-laws, a copy of which is attached hereto and marked as **Exhibit A**, and which are hereby adopted by the member agencies. Such by-laws may be amended from time to time as set forth therein.

4. **Initial Organizational Meeting.** The directors of the Alliance shall meet within 30 days of the execution of this Agreement by all Founding Agencies. For purposes of the initial organizational meeting, each director must be present. The time and place of the meeting shall be determined by the unanimous consent of the directors. All directors must be present at the initial organizational meeting and at such meeting, the directors shall elect by majority vote of the directors, officers, including a president, vice president and secretary.

5. **Director Compensation.** Directors and officers of the Alliance shall serve without compensation (other than the salaries and benefits provided in connection with their employment by the member agency). No officer shall receive compensation beyond their normal compensation provided by the member agencies by which they are employed unless such compensation is approved and provided by the member agencies.

6. **Authorization.** The Founding Agencies hereby authorize their fire chief or chief executive officer to adopt standard operating procedures within the agencies they serve to carry out the procedural initiatives adopted by the Alliance, provided that such procedures do not bind member agencies to economic contributions or the disposition of materials, equipment or other assets of the member agencies beyond the scope of current mutual aid agreements without the consent of the contributing agency. Member agencies hereby direct their fire chief or chief executive officer to participate as a director of the Alliance with all other officers and directors of the Alliance in developing recommendations to the member agencies regarding the joint funding, equipping or supply of joint initiatives which will advance the economical and efficient delivery of fire and rescue services for the areas served by Alliance members. The Founding Agencies and each additional agency who may become a member of the Alliance, by executing this Agreement, shall hereby agree to give due consideration and deference to the recommendations of the Alliance in their respective budget processes. No agency shall be bound, however, to make economic contributions to the Alliance or to deploy material, equipment or personnel to fund, equip or man Alliance initiatives without the specific subsequent consent of the contributing agency.

7. **Termination.** Any member of the Alliance may withdraw from this Agreement by giving 60 days' notice to each signatory hereto. Such member shall continue to be bound to honor economic commitments theretofore incurred prior to the service of said notice and shall continue to be bound the terms of any joint equipment agreement to which it became a party during its membership for the duration of such agreements. Such notice shall be made by first class mail addressed to the secretary of the Board of Trustees of each member agency. The notice shall be effective on the date mailed. Sixty days following the mailing of said notice, the withdrawing member shall no longer be a member of the Alliance and shall have no further responsibility for economic contributions thereto, and all equipment or other material owned by said member agency in the possession of the Alliance or used in the execution of an Alliance initiative shall be returned to the withdrawing member on the 60th day following the mailing of the notice of withdrawal. The withdrawing member shall return all property of the Alliance or other member agencies in its possession to its respective owner. Notwithstanding anything to the contrary set forth in this paragraph, any withdrawing member shall continue to be obligated on any notes or other commercial paper executed or guaranteed by the member agency during the term of membership, notwithstanding said member's withdrawal from the Alliance.

8. **Effective Date.** This Agreement shall become effective upon the date of its execution by the last member agency to execute the Agreement.

West Chicago Fire Protection District

By: _____

Date: _____

City of Wheaton

By Michael J. Gross
Mayor

Date: 6-19-12

Carol Stream Fire Protection District

By: _____

Date: _____

Winfield Fire Protection District

By: _____

Date: _____

WEST SUBURBAN FIRE/RESCUE ALLIANCE BY-LAWS

ARTICLE I – PURPOSE

The West Suburban Fire/Rescue Alliance (the “Alliance”) is an intergovernmental association dedicated to providing the highest quality fire/rescue services to the citizens served by its members at the most reasonable cost. Members of the Alliance are agencies and units of local government which provide emergency services such as fire/rescue and emergency services. The Alliance shall be governed by these By-Laws.

ARTICLE II – ADOPTION

These By-Laws are adopted by and pursuant to the Intergovernmental Agreement executed by the Founding Agencies effective _____ 20__ (the “Intergovernmental Agreement”).

ARTICLE III – MEMBERSHIP

All federal emergency agencies, municipal fire departments, fire protection districts and private fire companies and DuComm and successor agencies, are eligible for membership in the West Suburban Fire/Rescue Alliance. Such agencies shall be admitted to membership upon their execution of the Intergovernmental Agreement with the consent of two-thirds of the agencies holding membership in the Alliance at the time of such admission. For purposes of these By-Laws, the term “Member Agencies” shall mean the fire protection district, municipal fire department, federal emergency agency, public joint communication agency, or private fire company which have become members by virtue of the execution of the Intergovernmental Agreement. Where these By-Laws refer to authorization by the Member Agencies, it shall be understood that such authorization shall, in the case of fire protection districts, be derived from their board of trustees, in the case of municipal fire departments from their city council or Village Board, and in the case of private fire companies from its owner, board of trustees or managing partner, or in the case of joint communication agencies by its board of directors, as the case may be. In the case of federal emergency agencies, such authority shall derive from their chief executive as defined by the administrative rules governing such agency.

ARTICLE IV – ORGANIZATION

The Alliance shall be governed by a Board of Directors as hereinafter provided. The powers of the Board of Directors shall be those necessary to carry out the purposes set forth in Article I of these By-Laws pursuant to such limitations expressed in the Intergovernmental Agreement.

A. **Directors.** The fire chief of each member agency shall be a director of the Alliance.

1. **Term of Office.** A director shall hold office for as long as the agency by which he or she is employed continues to a member in good standing of the Alliance. The director's term of office shall also terminate when such individual no longer holds the office of fire chief or second-in-command.

2. **Removal.** A director may be removed for cause by a two-thirds vote of directors present at any meeting during which a quorum is established. Cause may include misconduct, misuse of authority, failure to abide by the provisions of the Intergovernmental Agreement or these By-Laws, or for any act or omission by a director which is not in keeping with the standards of professionalism of the fire service, including the failure to regularly attend meetings of the Board of Directors.

3. **Alternate Director.** Each director may designate in writing to the Secretary of the Board of Directors, an alternate director who may serve on the Board of Directors in the absence and stead of said director. Such alternate director shall hold the office of second-in-command with the agency by which he or she is employed.

B. Meetings.

1. **Regular Meetings.** Meetings of the Board of Directors shall be held monthly, or more frequently as agreed by the directors.

2. **Additional Meetings.** Additional meetings may be held at the call of the President, by the Board of Directors, or by the President upon the written request of a majority of directors. The time, place and date of such meeting shall be determined by the President.

3. **Notice.** Seven days' notice of all meetings shall be provided to each member by facsimile, email or regular mail at the facsimile number, email or mailing address provided by the director to the Secretary of the Board of Directors at the initial organizational meeting, or at such other number or address thereafter supplied. Notice of meetings shall be deemed given when mailed, faxed or electronically transmitted. Each notice of meeting shall include an agenda, although the business of such meeting shall not be limited to items which appear on the agenda.

C. Quorum and Voting:

1. **Quorum.** A quorum shall be a majority of directors.

2. **Votes.** Each director in attendance at any meeting at which a quorum is established shall have one vote.

3. **Proxy.** Directors shall not be permitted to attend meetings or vote upon any proposition by proxy.

D. Duties.

1. The Board of Directors shall manage the affairs of the Alliance to carry out the purposes expressed in these By-Laws and in the Intergovernmental Agreement.

ARTICLE V – OFFICERS

A. Officers. The officers of the Alliance shall be: President, Vice President and Secretary.

B. Term of Office. The term of office for officers shall be one year beginning May 1st of the year of their election and ending on April 30th of the following year.

C. Election of Officers. At the initial meeting of directors at which a quorum is present, a President, Vice President and Secretary shall be elected by majority vote of the directors present. Upon the expiration of the term of office of the officer so elected, the individual serving as Secretary shall succeed to the office of Vice President, and the Vice President then serving shall succeed to the office of President. A new Secretary shall then be elected. All such officers shall then serve a term of one year beginning May 1st of the year of such election and succession and ending on April 30th of the following year. Officers for following years shall be installed according to the same procedures thereafter.

D. Eligibility. Only chief officers (chief or second-in-command) shall be eligible to serve as officers of the Alliance. Only directors shall be eligible to hold the office of President.

E. Duties of Officers.

1. **President.** The President shall supervise and control all business and affairs of the Alliance. The President may, together with any other officers, execute any instruments and documents authorized by the Board of Directors, provided that such document(s) shall bind the members of the Alliance only to the extent provided by the Intergovernmental Agreement. The President shall perform all duties incidental to the office of President and as authorized by the Board of Directors. The President may create committees. The President has the authority to dissolve committees for good cause.

2. **Vice President.** The Vice President shall perform the duties of the President in the absence of the President. The Vice President shall assist the President in the affairs of the Alliance as directed by the President.

3. **Secretary.** The Secretary shall be responsible for the taking and maintaining of the minutes of all meetings of the Alliance. The Secretary shall be responsible for maintaining copies of all the procedures and guidelines adopted by the Alliance and providing all members with copies. Further, the Secretary shall see that all notices are duly given in accordance with these By-Laws, be the custodian of all records of the Alliance, and perform all duties incidental to the office of Secretary and as authorized by the Board of Directors.

F. Vacancies. A vacancy shall immediately occur in any office upon the officer's removal by the Board of Directors or by his resignation, death or cessation as the chief officer or second-in-command of the agency by which he or she is employed. The Board of Directors, by majority vote taken at any meeting at which a quorum is present, shall appoint a successor to fill the vacancy for unexpired term of the office so vacated.

G. Removal of an Officer. An officer elected by the Board of Directors may be removed by the Board of Directors whenever, in its best judgment, the interests of the Alliance would be served. Said removal will require a two-thirds vote of the directors present at any meeting of the Board of Directors at which a quorum of directors is established.

ARTICLE VI – WITHDRAWL AND DISSOLUTION

A. Withdrawal. Any member of the Alliance may withdraw as set forth in the Intergovernmental Agreement. After withdrawal in accordance herewith, the withdrawing member shall continue to be responsible for:

1. The prompt return of all Alliance equipment in the withdrawing member's custody; and
2. Any obligations relating to commercial instruments executed by such member or equipment commitments between the member and the Alliance.

B. Dissolution. The Board of Directors may vote to dissolve the Alliance in accordance with the provisions stated herein. Dissolution may be considered at a regular meeting or special meeting called for consideration of the dissolution. A quorum of all directors of the Alliance must be in attendance at any regular or special meeting at which dissolution is considered. Dissolution must be approved by a two-thirds vote of the directors in attendance. Dissolution will not become effective until 90 days from the date the Resolution of Dissolution is adopted. The Secretary will immediately notify all members of the Alliance of the dissolution. The President shall be authorized to effect the dissolution of the Alliance upon adoption of a Resolution of Dissolution and shall be responsible for winding up the affairs of the Alliance.

ARTICLE VII – AMENDMENTS

These By-Laws may be amended at any meeting of the Board of Directors by two-thirds vote of all directors, provided that a copy of the amendment has been submitted in writing to all members of the Board of Directors at least 30 days prior to any such meeting. No amendments to these By-Laws shall be made that conflict with any provision of the Intergovernmental Agreement. Any such amendment shall be superseded by the Intergovernmental Agreement.

ARTICLE VIII – PARLIAMENTARY AUTHORITY

Procedural matters not covered by these By-Laws shall be governed by the latest edition of Robert's Rules of Order.

ARTICLE IX -- COOPERATIVE PROCEDURES

A. Authority to Bind Memberships. The actions taken by the Board of Directors shall constitute the Alliance's determination of best operational and strategic practices as determined by the best professional judgment of the chief officers participating in the Alliance. Such recommendations shall be binding on the Member Agencies only to the extent that the Intergovernmental Agreement executed by the Member Agencies has authorized the chief officer of every member to implement such recommendations as standard operating procedures of that agency. No finding or recommendation made by the Board of Directors with regard to the acquisition or disposition of equipment or other property, or the subscription to debt, shall be binding upon any Member Agency unless specifically authorized by action by the Member Agency.

B. Consolidated Purchasing. The Member Agencies authorizing membership in the Alliance pursuant to the Intergovernmental Agreement recognize the potential economic advantages of bulk or volume purchasing. Any member of the Alliance may provide the Board of Directors with information concerning the agency's need for equipment, apparatus or supplies, along with any information which may be available concerning discounts offered for bulk or volume orders. Such information shall be disseminated to the Member Agencies to determine whether such other agencies can benefit by acquiring like materials on a joint basis. The Board of Directors may compile the data and negotiate a volume price with vendors of equipment or supplies known by the Directors to be required by two or more of its members, with the understanding that said negotiation shall lead to orders only upon authorization by the Member Agencies participating in the acquisition of equipment to which such negotiations pertain. Such authorization may include amounts pre-authorized by a Member Agency in its ordinary course of business. For example if a Fire Chief has an pre approved amount for routine fire station expenditures, a bulk purchase within that amount shall not require additional approval by the Member agencies public officials unless the agency requires otherwise. Any orders placed shall specify the type and quantity of products purchased by each Member Agency, with the understanding that each Member Agency shall be responsible only for the portion of the invoice that relates to the proportional share of the order placed by such Agency.

The Alliance shall not be responsible for the payment of any products acquired by Member Agencies for equipment or supplies obtained by Member Agencies through cooperative purchasing organized by the Alliance.

C. Repositioning of Current Assets and Apparatus of Member Agencies. Where recommendations of the Alliance include the repositioning of apparatus owned by one Member Agency to a facility owned by another Member Agency, said repositioning shall take effect only upon the approval of the Member Agencies. No repositioning of equipment shall in any way effectuate a change of title in the apparatus.

D. Joint Ownership of Equipment. Where the recommendations of the Alliance include the joint acquisition or ownership of equipment, apparatus or other assets of the Member Agencies, such equipment shall be acquired upon the authorization of the board of trustees of the

Member Agencies participating in the joint ownership of equipment. Such equipment shall be titled in the names of the Agencies acquiring the equipment. No other Agency shall be responsible for the payment of any costs associated with acquiring or maintaining such apparatus or equipment.

ADOPTED by the Directors of the West Suburban Fire/Rescue Alliance this _____ day of _____, 2012.

Director, Chief of West Chicago Fire
Protection District Fire Department

Director, Chief of Carol Stream Fire
Protection District Fire Department

Director, Chief of City of Wheaton Fire
Department

Director, Chief of Winfield Fire Protection
District Fire Department

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