

RESOLUTION R-2024-98

A RESOLUTION AUTHORIZING THE EXECUTION OF A WEST SUBURBAN FIRE/RESCUE ALLIANCE
INTERGOVERNMENTAL AGREEMENT FOR EQUIPMENT/PERSONNEL SHARING

WHEREAS, the City of Wheaton, Illinois, ("City") is an Illinois Home Rule Municipality pursuant to the provisions of Article VII, Section 6, of the Illinois Constitution of 1970; and as such the City may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City is a member of the West Suburban Fire/Rescue Alliance ("the Alliance"); and

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 220/3) ("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, all of the Member Agencies are units of local government; and

WHEREAS, the City and other members of the Alliance deem it necessary and appropriate to enter into an agreement to facilitate sharing practices as it relates to vehicles and equipment.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Wheaton, Illinois that:

The Mayor is hereby authorized to execute, and the City Clerk is hereby directed to attest to, the West Suburban Fire/Rescue Alliance Intergovernmental Agreement for Equipment/Personnel Sharing, a copy of which is attached hereto and incorporated herein as Exhibit 1.

ADOPTED this 18th day of November 2024.


Philip J. Queen
Mayor

ATTEST:


Andrea Rosedale
City Clerk

Roll Call Vote:

Ayes: Councilwoman Bray-Parker
Councilman Brown
Mayor Suess
Councilman Clousing
Councilwoman Robbins
Councilman Weller
Councilman Barbier

Nays: None

Absent: None

Motion Carried Unanimously

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THIS AGREEMENT made and entered into this 6th day of December 2024, by and between the following: Carol Stream Fire Protection District, Bloomingdale Fire Protection District, Glenside Fire Protection District, Winfield Fire Protection District, West Chicago Fire Protection District, Hanover Park Fire Department, Roselle Fire Department, and Wheaton Fire Department.

W I T N E S S E T H:

WHEREAS, each of the parties to this Agreement are units of local government who provide fire protection, fire prevention and emergency medical services within their respective territorial limits and pursuant to various intergovernmental agreements within the territorial limits of each other party to this Agreement; and

WHEREAS, the parties, in order to maximize the effectiveness of the services collectively provided within the territorial limits of all parties hereto, have adopted standard operating policies and procedures to enhance cooperative delivery of public service; and

WHEREAS, each party finds it to be in its individual interest to cooperate with each other party to maximize the efficient and effective use of public funds by, from time to time, making its equipment, vehicles, firefighting apparatus, ambulances, other motor vehicles, tools, implements and other personal property available to be loaned to and borrowed by the other parties hereto; and

WHEREAS, from time to time when lending a specialized piece of equipment to another party (“the borrowing party”) it may become necessary for the party lending the equipment (“the lending party”) to provide personnel of the lending party to operate the loaned equipment (“operating personnel”); and

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WHEREAS, the parties hereto wish to memorialize the terms upon which the loan of equipment among them will be governed; and

WHEREAS, this Agreement is authorized pursuant to the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, the purpose of this Agreement is consistent with the goals of the Intergovernmental Cooperation clause of the Constitution of the State of Illinois (Article VII, Section 10) and is further authorized by 5 ILCS 220/1 et seq.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for good and valuable other consideration provided by each party to this Agreement to each other party to this Agreement, the receipt and sufficiency of which is acknowledged by each party hereto.

The parties agree as follows:

I. AGREEMENT OF THE PARTIES

A. The parties agree that, unless otherwise agreed in writing, this Agreement shall govern the terms and conditions upon which a party lends equipment or operating personnel to another party. Nothing in this Agreement shall require or obligate any party to lend any equipment or operating personnel to any other party and nothing herein shall prevent any party from refusing to lend equipment to any other party or to in any way adversely affect any party's right to reclaim possession of any of its equipment from any other party. This Agreement shall, however, govern the terms upon which any property of any party currently in its possession of any other party shall be held and shall further govern the terms upon which any property of one party shall hereafter be lent to or borrowed by any other party. For purposes of this Agreement, a loan of equipment shall occur any time a party with the consent of its Fire Chief places any of its equipment in the possession of any other party ("the borrower") with the consent of the borrowing party's Fire Chief. This Agreement shall also cover the terms upon which operating personnel currently or hereafter provided by a lending party to operate loaned equipment shall hereafter be governed.

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- B. When borrowing from any other party to this Agreement, equipment or operating personnel as are needed by the borrowing party and not then being used or otherwise committed by the lending party, the borrowing party must notify and obtain approval from the Fire Chiefs of the lending party and the borrowing party prior to taking possession of such loaned equipment or utilizing loaned operating personnel. Such notice and approval must be in writing.
- C. Loaned operating personnel and loaned equipment provided pursuant to this Agreement shall be at no charge to the borrowing party unless other mutually acceptable arrangements have been agreed upon in writing between the parties.
- D. The borrowing party shall return the loaned equipment promptly after use or upon demand by the lending party and in the same condition as when it was borrowed, except for ordinary wear and tear. (Ordinary wear and tear shall not include property substantially damaged during an emergency response)
- E. The borrowing party represents that only capable, experienced and qualified personnel will operate and use the loaned equipment. If the borrowing party does not have personnel capable, experienced and qualified to operate and use the loaned equipment, the lending party may provide its loaned operating personnel, if available, to assist the borrowing party in the operation and use of the loaned equipment. Operating personnel dispatched by the lending party to assist the borrowing party in the use or operation of the loaned equipment shall, in all respects and at all times, remain employees of the lending party and shall at all times remain under the direct supervision and control of the lending party.

II. INSURANCE

- A. Damage to Loaned Vehicles or other personal property having a market value in excess of \$75,000.00. Each party borrowing a loaned vehicle that is physically damaged while in possession of the borrowing party shall be strictly responsible to the lending party against any loss or damage to the loaned vehicle. If a third-party bears liability for the physical damage or loss to a loaned vehicle, the borrowing party shall retain the right of subrogation for any damage as apportioned against the third party. The lending party's insurance carrier shall have the right to subrogate its payments for the loss or damage to the lending party's fire fighting apparatus, ambulance or other loaned vehicles. Both the lending and borrowing parties shall retain any right it may have to proceed against a third party who may be liable for loss or damage to a loaned vehicle.

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B. Automobile Liability. Each party agrees to carry liability insurance on all loaned equipment with policy limits in the minimum of \$10,000,000 combined single limit per accident for bodily injury and property damage which shall protect both the lending and the borrowing parties, their agents and employees against claims of liability for personal injury or property damage occasioned in connection with the use of borrowed equipment or operators. Each party agrees that the policy covering the loaned equipment shall be primary with regard to the defense and indemnification of liability claims made against it resulting from the use of loaned equipment. Each borrowing party agrees to indemnify each lending party against losses (including cost of defense) incurred by the lending party as a result of claims made against the lending party for liability to third parties for personal injury or property damage arising from the use of the lending party's equipment or operator by the borrowing party, provided that such indemnity is limited to the deductible or self-insured retention reserved in the policies covering the loaned equipment carried by the lending party, unless the lending party is solely liable for such loss

C. General Liability. In addition to the coverages set forth in Section II (B) above, each party agrees to carry general liability insurance with limits of \$10,000,000 combined single limit per occurrence for property damage and personal injury. Each borrowing party agrees to indemnify each lending party against losses (including cost of defense) incurred by the lending party as a result of claims made against the lending party for liability to third parties for personal injury or property damage in any way associated with the use of loaned equipment provided that such indemnity is limited to the deductible or self-insured retention reserved in the general liability policy covering the lending party.

D. Worker's Compensation. Each party shall be responsible for workers' compensation claims made by their employees. Accordingly, all workers' compensation claims made by a party's employee shall be charged solely and exclusively to that party's carrier regardless of whether that employee is working in the capacity of loaned operating personnel.

E. Portable Equipment (Equipment with a market value of less than \$75,000.00). All parties agree to insure all of their portable equipment against loss or damage from all causes and agrees that its insurance shall be primary as to such loss. Each borrowing party agrees to indemnify the lending party for any damage occasioned to the lending party's portable property while in the possession of the borrowing party provided that such indemnity is limited to the deductible or self-insured retention associated with the lending party's insurance coverage.

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F. Evidence of Insurers' Consent to this Agreement. Each party shall provide evidence that its liability, comprehensive auto and portable property insurers cover the undertakings of the agreement as an insured contract on the policies issued to it, or have otherwise consented to the indemnification provisions and the waiver of subrogation provisions set forth herein and that such provisions will not limit or adversely affect the coverage provided by such insurer.

III. WAIVER OF SUBROGATION

Except as specifically provided herein, any party borrowing loaned equipment or operating personnel and any party lending equipment or operating personnel, as provided under this Agreement, hereby waives, releases, and discharges its rights of recovery against the borrower or the lender as the case may be, by subrogation or otherwise, for any loss and damage arising out of the operation or use of such loaned equipment.

IV. SEVERABILITY

The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and the Agreement may be enforced with that provision severed or as modified by the court.

V. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding of the parties and may only be amended, modified or terminated by a written instrument signed by the parties except as herein otherwise provided.

VI. GOVERNING LAW and VENUE

This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois. The Circuit Court of DuPage County shall have sole venue for any cause of action brought under this agreement.

VII. TERMINATION

Any party may terminate this Agreement, provided, however, that the party desiring to terminate this Agreement shall give thirty (30) days prior written notice to all other parties to this Agreement. Termination shall not affect the responsibility of a borrowing party for any loss to personal property which occurred prior to the date of termination or to property not yet returned to a lending party.

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VIII. NOTICES

All notices required pursuant to this Agreement shall be in writing and must be served either personally or by registered mail to such person which any party hereto designates for notice to it from the other parties hereto.

IX. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

X. AUTHORITY

Each person signing this Agreement personally warrants and represents that he or she has full and complete power and authority to execute this Agreement on behalf of and to bind the entity for which he or she is signing.

IN WITNESS WHEREOF, each party has caused its respective officers to execute this Agreement.

City of Wheaton Philip Suen
Winfield FPD John D. Pilk
Village of Roselle Robert Schrey
Carol Stream Fire District J. M. Z.
West Chicago Fire District M. B. Z.
Bloomingdale Fire District M. B. Z.
Village of Hanover Park J. C.
Village Manager R. M. H.
Glenside Fire District R. M. H.