

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF ANTIOCH
AND THE FIRST FIRE PROTECTION DISTRICT OF ANTIOCH TOWNSHIP**

This Agreement is made and entered into this 11 day of June, 2015 by and between the Village of Antioch, Illinois (VILLAGE) and the First Fire Protection District of Antioch Township (DISTRICT).

WHEREAS, the VILLAGE and the DISTRICT are municipal corporations and public bodies politic and corporate of the State of Illinois, and are authorized to enter into this Intergovernmental Agreement pursuant to Section 3.2 of the Intergovernmental Corporation Act, 4 ILCS 220/3.2 and Article VII, Section 10 of the 1970 Constitution of the State of Illinois; and

WHEREAS, the Intergovernmental Cooperation Act provides that one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Fire Protection District Act (70 ILCS 705/11a) provides that a fire protection district may contract for mutual aid from and to governmental units organized to furnish fire protection services; and

WHEREAS, the Municipal Code (65 ILCS 5/I-1-5) authorizes the corporate authorities of a municipality to exercise jointly all powers which it possesses; and

WHEREAS, the VILLAGE and the DISTRICT are authorized and enabled to provide fire protection and rescue services for their citizenry and have determined that it is in their best interests to establish an intergovernmental agreement and to enter into this Agreement to secure to each the benefits of sharing assets and expenses related to personnel, fire protection facilities, equipment and services, firefighting, ambulance, EMS and life safety activities, and other related emergency and non-emergency services dealing with the unified operation of the fire department service to the VILLAGE and the DISTRICT.

NOW THEREFORE, in consideration of the foregoing and of the mutual promises and obligations expressed herein and other good and valuable consideration, the sufficiency, adequacy and receipt of which are hereby acknowledged, IT IS HEREBY AGREED by and between the VILLAGE and the DISTRICT as follows:

SECTION 1. Incorporation of Recitals. The parties agree that the recitals have been incorporated by reference into the text of the Agreement as if fully set forth herein.

SECTION 2. Purpose and Intent. The VILLAGE and the DISTRICT have jurisdiction over territories that adjoin and abut throughout Antioch Township. For a great many years, the VILLAGE and the DISTRICT have operated under a unified command structure and own three fire stations, as well as a host of equipment jointly. The VILLAGE and the DISTRICT acknowledge and agree that this structure has served their respective citizenry very well throughout these years and that major cost-savings and efficiencies continue to benefit both parties from their joint cooperative efforts in this regard.

In particular, and without limiting the foregoing, the VILLAGE has appointed the FIRE CHIEF, who serves as the head of the combined FIRE DEPARTMENT, and is responsible for all administration thereof with input from the ADMINISTRATOR appointed by the DISTRICT, and subject to the general direction of the Trustees of the DISTRICT and the Village Board of the VILLAGE, as well as the budgets duly adopted by each such governing body.

The VILLAGE and the DISTRICT recognize and acknowledge that in certain situations, such as, but not limited to, fires, life safety emergencies, natural disasters and manmade catastrophes, the VILLAGE or the DISTRICT share personnel, services and equipment to perform their duties outside of the territorial limits of their respective boundaries for the VILLAGE or the DISTRICT and this practice is desirable and necessary to efficiently preserve and protect the health, safety and welfare of the public.

In view of the foregoing description of the manner in which the parties have cooperated and wish to continue operating into the future, the VILLAGE and DISTRICT hereby pledge to continue to provide the aforementioned services collectively as the FIRE DEPARTMENT by sharing resources, personnel and expenses during the term of this agreement and any extension(s) thereof.

Recognizing that the existing command structure works well on an administrative basis, it is not the purpose of this agreement to make significant changes in the command structure. Rather it is the primary purpose of this Agreement to provide for the accounting of certain administrative responsibilities and clarify the basis for cost sharing of certain related expenses and activities related to the efficient operation of the FIRE DEPARTMENT.

Additionally, the VILLAGE and the DISTRICT have jointly adopted a “vision statement” evidencing their intention to work toward a unified single fire district under the control of a single, elected body politic.

SECTION 3. Employer responsibilities defined and sharing of expense. The decision to perform certain duties, the decision to perform certain services, the evaluation of and the continuation of ongoing shared operations of the FIRE DEPARTMENT are shared evenly by the parties as agreed from time to time.

For the purpose of defining the employer of record as it relates to the payment of wages to employees of the FIRE DEPARTMENT and the accounting of liability and payment for all employment related taxes, insurance costs and benefit costs shall be the responsibility of the DISTRICT. To this end, the DISTRICT shall maintain its Federal Employment Insurance Number (FEIN) as the employer of record.

3.1 The VILLAGE and the DISTRICT agree to share evenly (fifty percent to each) all costs related to the wages for the FIRE DEPARTMENT part-time paid on premise duty crew (DUTY) employees. Costs shared shall include the DUTY employee's hourly pay, employer's payroll taxes, workers comp insurance and the cost of payroll services. Said costs shall be paid in full by the DISTRICT and upon receipt of proper documentation, reimbursed at fifty percent by the VILLAGE to the DISTRICT. The DISTRICT shall perform or cause to be performed, as part of the DISTRICT role as employer, all federal, state and local employment withholding and tax reporting obligations. The DISTRICT shall also provide payroll service to DUTY employees and cover all DUTY employees under a worker comp insurance policy that meets all applicable laws and statutes and is issued by an Illinois-licensed insurer which is acceptable to both the VILLAGE and the DISTRICT. The number of DUTY employees, the assignment of DUTY employees and the hours and working conditions for DUTY employees shall be agreed upon by the VILLAGE and DISTRICT jointly and said terms administered on behalf of both parties by the FIRE CHIEF.

3.2 The VILLAGE and the DISTRICT agree to share equally the costs related to the wages for the FIRE DEPARTMENT part-time paid on call (POC) employees. Costs shared shall include the POC employee's hourly pay, employer's payroll taxes, workers comp insurance and the cost of payroll services. The number of POC employees, the assignment of POC employees and the hours and working conditions for POC employees shall be agreed upon by the VILLAGE and DISTRICT jointly and said terms administered on behalf of both parties by the FIRE CHIEF.

3.3 The DISTRICT shall assume one hundred percent (100%) of all costs for wages, employer payroll taxes, insurance and benefits including, if any, health, life and dental insurance and retirement benefits for the Administrative Assistant employee of the First Fire Protection District of Antioch Township. The DISTRICT shall also provide payroll service to administrative assistant employees and cover all administrative assistant employees under a worker comp insurance policy that is acceptable solely to the DISTRICT. The number of administrative employees, the assignment of administrative

employees and the hours and working conditions for administrative employees shall be established solely by DISTRICT and said terms administered on behalf of the DISTRICT Jointly by the FIRE CHIEF and FIRE DISTRICT ADMINISTRATOR.

3.4 The VILLAGE shall assume one hundred percent (100%) of all costs for wages, employer payroll taxes, insurance and benefits including, if any, health, life and dental insurance and retirement benefits for the FIRE CHIEF, being an employee of the Village of Antioch. The VILLAGE shall provide payroll service on its own separately from the DISTRICT for the FIRE CHIEF and shall cover the FIRE CHIEF under a worker comp insurance policy that is acceptable solely to the VILLAGE.

3.5 The VILLAGE and the DISTRICT agree to share evenly (fifty percent to each) the costs related to the wages for the FIRE DEPARTMENT shift command officers, part time Deputy Chief Officers, rehab and all other part time support employees. Costs shared shall include the employee's hourly pay, employer's payroll taxes, workers comp insurance and the cost of payroll services. Said costs shall be paid in full by the DISTRICT and upon receipt of proper documentation, reimbursed at fifty percent by the VILLAGE to the DISTRICT. The DISTRICT shall perform or cause to be performed, as part of the DISTRICT role as employer, all federal, state and local employment withholding and tax reporting obligations. The DISTRICT shall also provide payroll service for wages to the employees and cover all of the employees under a worker comp insurance policy that is acceptable to both the VILLAGE and the DISTRICT. The number of employees, the assignment of the employees and the hours and working conditions for the employees shall be agreed upon by the VILLAGE and DISTRICT jointly and said terms administered on behalf of both parties by the FIRE CHIEF.

3.6 The DISTRICT agrees to pay all costs related to the wages, insurance and benefits, including if any, health, life, and dental insurance and retirement benefits for its ADMINISTRATOR. The DISTRICT shall also provide payroll service for the ADMINISTRATOR and cover the ADMINISTRATOR under a worker comp insurance policy. The assignment of the ADMINISTRATOR shall be at the sole direction of the DISTRICT as his or her employer.

3.7 The creation of any new full or part time FIRE DEPARTMENT positions shall be determined jointly by the VILLAGE and the DISTRICT. All sharing of costs associated with any new positions shall be allocated according to agreed terms between the VILLAGE and the DISTRICT. New positions created and the terms of responsibilities and cost sharing shall be added to this agreement by amendment at the time said new position is authorized by the parties.

3.8 The VILLAGE and the DISTRICT agree to share evenly (fifty percent to each) the costs related to the delivery of contracted Emergency Medical Ambulance Services for

the FIRE DEPARTMENT. Responsibility for wages, benefits and insurance for the employees shall be the responsibility of the contract EMS provider as defined in their contract agreement. Any new contract, contract extension, modification or renewal shall be determined jointly by the VILLAGE and the DISTRICT.

3.9 Each party shall bear the cost for their respective administrative cost of their boards including but not limited to member compensation, legal representation and audit expenses.

SECTION 4. Other past cost sharing activities superseded. Recognizing that the VILLAGE and DISTRICT have worked together since the First Fire Protection District of Antioch Township was established, this agreement is intended to supercede any and all other verbal agreements that have established past practices for cost sharing and stand as the parties' final agreement on all matters set forth herein. Both the VILLAGE and the DISTRICT agree that they shall continue to share evenly (fifty percent by each party) any and all operational costs related to the operational costs, expenses and activities related to the efficient operation of the FIRE DEPARTMENT. Said costs shall be shared within the limits of the FIRE DEPARTMENT operating budget as determined by the approval of the budget items by the VILLAGE and DISTRICT.

4.1 Individually owned and shared ownership assets and resources such as fire stations, apparatus and equipment shall share costs evenly (fifty percent by each party). Cost sharing for maintenance, insurance and upkeep on co-owned assets and resources shall also be shared evenly (fifty percent by each party). Said costs shall be paid in full by the VILLAGE or DISTRICT and upon receipt of proper documentation, reimbursed at fifty percent by the DISTRICT or the VILLAGE.

4.3 Income produced from co-owned assets such as rental income from leasing shall continue to be shared evenly (fifty percent by each party).

4.4 Income produced from providing Fire or EMS services shall be shared evenly (fifty percent by each party).

4.5 Leases. In the event the parties wish to lease any portion of any jointly owned premises, both the VILLAGE and the DISTRICT must mutually consent to all terms and provisions of any such lease and any such lease must also be in writing and duly approved by the Board of Trustees of the DISTRICT and the Village Board of the VILLAGE, as well as executed by the FIRE CHIEF or other duly designated representative of the parties.

4.6 New Equipment. In the event the parties wish to purchase or lease new or used equipment for the use or operation of the FIRE DEPARTMENT and the cost acquisition

and operation of which is to be shared by the DISTRICT and the VILLAGE all terms and provisions of any such purchase or lease must be in writing and duly approved by the Board of Trustees of the DISTRICT and the Village Board of the VILLAGE, as well as executed by the FIRE CHIEF or other duly designated representative of the parties.

SECTION 5. Term of Agreement The term of this intergovernmental agreement shall begin with the execution of this Agreement by both parties and shall remain in force and effect until nullified by either the VILLAGE or the DISTRICT. Notice of intent to cancel this agreement by either party shall be served in writing at least ninety (90) days prior to the date of cancellation. It is further agreed that this agreement shall be reviewed and reaffirmed not less than every two years after it is initially adopted, and the failure of the parties' governing boards to ratify the extension hereof at any such review shall be deemed to be a notice of intent to cancel, setting in motion the 90 days notice provided for hereinabove in this section.

SECTION 6. Notices. Notices to the parties shall be in writing and delivered by personal service or by the U.S.P.S. certified or registered mail, postage prepaid, to the parties at the following addresses:

IF TO THE VILLAGE: Village of Antioch
874 Main Street
Antioch, IL 60002
(847) 395-1000
(847) 395-1920 fax


IF TO THE DISTRICT: First Fire Protection District of Antioch Township
P.O. BOX 2
Antioch, IL 60002
(847) 395-5511
(847) 395-1018 fax

Either party may change the address for notices to such party by giving written notice to the other party. Notice given by personal service shall be effective upon the dated delivered notice, if delivered or the date of attempted delivery, if refused. Notice give by mail shall be effective on the third business day following the posting.

This Agreement is binding on the successors and/or assigns of the parties.


IN WITNESS WHEREOF, the parties have executed this Agreement pursuant to the ordinances or resolutions adopted by the relevant authorities of the respective parties

VILLAGE OF ANTIOCH

By: 
Mayor

Attest:
By: 
Village Clerk

FIRST FIRE PROTECTION DISTRICT OF ANTIOCH TOWNSHIP

By: 
President

Attest:
By: 
Secretary