

# Request For Board Action

**REFERRED TO BOARD:** September 9, 2019

**AGENDA ITEM NO:** 6

**ORIGINATING DEPARTMENT:** Administration

**SUBJECT:** Approval of a resolution authorizing the execution of an Intergovernmental Agreement with the First Fire District

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:** When the Village and the First Fire Protection District of Antioch separated in 2018, the Fire District was tasked with conducting separate Fire code inspections, and enforcement of Fire Code violations. The First Fire Protection District would like to utilize the Village's resources for Judication tickets and fines to aid in the enforcement of fire code violations.

**FINANCIAL IMPACT:** The First Fire Protection District of Antioch Township will reimburse the Village for cost associated with the enforcement of District Ordinances.

**DOCUMENTS ATTACHED:**

1. Resolution
2. Intergovernmental Agreement between the Village of Antioch and The First Fire Protection District of Antioch Township

**RECOMMENDED MOTION:**

Motion to approve a resolution authorizing the Village of Antioch to execute an Intergovernmental agreement with the First Fire District.

**RESOLUTION NO. 19 - \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN  
INTERGOVERNMENTAL AGREEMENT WITH THE  
FIRST FIRE DISTRICT**

**WHEREAS**, the Village and the First Fire District both have somewhat similar roles in enforcing fire and life safety codes within the Village and in the unincorporated area of Antioch Township, and

**WHEREAS**, the Village and the District recognize that they share much of the same territory and wish to minimize the impact to taxpayers of the cost of providing necessary services, and

**WHEREAS**, the Village and the District have determined that it will be more cost effective to the taxpayers of the entire areas served for them to jointly share the cost of some code enforcement activities, and

**WHEREAS**, the corporate authorities find and declare that the document attached as Exhibit A is a fair IGA which ought to receive the approval of the Village and the First Fire District,

**NOW THEREFORE, BE IT RESOLVED** by the Village of Antioch, Lake County, Illinois, as follows:

**SECTION ONE:** The Mayor is authorized and directed to execute the attached draft Exhibit A Intergovernmental Agreement with the First Fire District on behalf of the Village.

**SECTION TWO:** The Administrator and all other appointed or elected officials are directed to cooperate in any way possible with the execution and implementation of the Intergovernmental Agreement and the terms, conditions and procedures set forth therein.

**SECTION THREE:** This resolution shall take effect immediately upon passage.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF ANTIOCH, ILLINOIS,  
ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

ATTEST:

\_\_\_\_\_  
LAWRENCE M. HANSON, MAYOR

\_\_\_\_\_  
LORI K. ROMINE, VILLAGE CLERK

INTERGOVERNMENTAL AGREEMENT between THE  
VILLAGE OF ANTIOCH and THE FIRST FIRE  
PROTECTION DISTRICT OF ANTIOCH TOWNSHIP

ORDINANCE ENFORCEMENT AGREEMENT

This Agreement is made and entered into this 12th day of September, 2019 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 VILLAGE and DISTRICT both have a public interest in the health and safety of the public and both have adopted Ordinances that cover public safety including Fire Prevention many of which are identical or similar; and

WHEREAS, the DISTRICT's jurisdictional territory covers all of the VILLAGE territory as well as additional unincorporated areas; and

WHEREAS, the VILLAGE has resources, procedures and system in place to enforce its Ordinances and the DISTRICT desires to utilize some of these resources, procedures and system to assist in the enforcement of the DISTRICT's Ordinances within and outside of the VILLAGE. The District desires to reimburse the VILLAGE for the cost associated with the enforcement of DISTRICT Ordinances.

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 To provide for the VILLAGE to assist the DISTRICT in the enforcement of DISTRICT Ordinances.

SECTION 3. The VILLAGE shall assist the DISTRICT with ordinance enforcement

3.1 The VILLAGE shall assist the DISTRICT with the enforcement of DISTRICT ordinances both within the Village of Antioch and outside the Village to the extent the VILLAGE has available resources.

3.2 The DISTRICT shall reimburse the VILLAGE the actual cost incurred by VILLAGE in the assistance or alternatively in accordance with a schedule of services rate agreed to by the parties from time to time.

SECTION 4 Term of Agreement

4.1 The term of this intergovernmental agreement shall begin the 12th day of September, 2019 and shall automatically renew annually on the anniversary of the beginning date unless terminated as provided below.

4.2 Either party may terminate this agreement by giving written notice on intent not to renew, not less than ninety day before the renewal date. In such case the agreement shall terminate at the end of the then current term.

SECTION 5. 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  
  
835 Holbek Dr.  
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 given 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