

VILLAGE OF GURNEE

2023 - 18

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL
AGREEMENT BY AND BETWEEN THE VILLAGE OF GURNEE AND
WARREN-WAUKEGAN FIRE PROTECTION DISTRICT OF LAKE
COUNTY, ILLINOIS**

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES

OF THE

VILLAGE OF GURNEE, ILLINOIS

ON

March 20, 2023

**Published in pamphlet form by authority of the Village Board of the
Village of Gurnee, Lake County, Illinois,
This 21st day of March, 2023.**

THOMAS B. HOOD	President	JEANNE BALMES	Trustee
ANDY HARRIS	Clerk	GREG GARNER	Trustee
BRYAN WINTER	Attorney	QUIN O'BRIEN	Trustee
		CHERYL G. ROSS	Trustee
		KAREN THORSTENSON	Trustee
		KEVIN WOODSIDE	Trustee

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BY
AND BETWEEN THE VILLAGE OF GURNEE AND WARREN-WAUKEGAN FIRE
PROTECTION DISTRICT OF LAKE COUNTY, ILLINOIS**

WHEREAS, the Village of Gurnee (hereinafter "the Village") is a home rule unit of government pursuant to Section 6(a), Article VII of the 1970 Illinois Constitution; and

WHEREAS, pursuant to its home rule power, the Village may exercise any power and perform any function relating to its government and affairs; and,

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq., (the "Act") authorizes units of local government to exercise jointly with any public agency of the State including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contract for the performance of governmental services, activities or undertakings; and

WHEREAS, the Village of Gurnee and the Warren-Waukegan Fire Protection District of Lake County, Illinois desire to enter into an Intergovernmental Agreement for fire protection and ambulance service (the "Intergovernmental Agreement"), a copy of the Intergovernmental Agreement is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the Village President and Board of Trustees of the Village of Gurnee find that the Intergovernmental Agreement to provide fire protection and ambulance services will add to the health, safety, welfare of the residents of the Village and the surrounding areas; and

WHEREAS, the Village of Gurnee further finds that it is in the best interest of the Village to authorize the Intergovernmental Agreement with the Warren-Waukegan Fire Protection District of Lake County, Illinois.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF GURNEE, LAKE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

SECTION I: That the terms of the attached Intergovernmental Agreement with Warren-Waukegan Fire Protection District of Lake County, Illinois are agreed to by the Village.

SECTION II: That a true copy of the aforesaid Intergovernmental Agreement is attached hereto as Exhibit "A" and is incorporated herein as if fully set forth in this Ordinance.

SECTION III: That the Village President is hereby authorized to execute the Intergovernmental Agreement with Warren-Waukegan Fire Protection District of Lake County, Illinois in substantially the form attached hereto, with such changes therein as may be approved by the officials executing the same; their execution thereof to constitute conclusive evidence of the approval of such changes.

SECTION IV: That the Village President and the Village Clerk are authorized to execute such number of duplicate originals of said Intergovernmental Agreement so as to provide adequate duplicates to the parties thereto.

SECTION V: Nothing in this Ordinance shall be construed to affect any suit or proceedings pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action arising, acquired or existing under any act or ordinance or portion thereof hereby repealed or amended by this ordinance; nor shall any just or legal right, claim, penalty or remedy of any character of the corporate authority existing on the effective date hereof by lost, impaired or affected by this Ordinance.

SECTION VI: If any provision, clause, sentence, paragraph, section, or part of this ordinance or application thereof to any person, firm, corporation, public agency or circumstance, shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this ordinance and the application of such provision to other persons, firms, corporation, or circumstances, but shall be confined in its operation to the provision, clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person, firm, corporation, or circumstances involved. It is hereby declared to be the legislative intent of the corporate authorities that this ordinance would have been adopted had such unconstitutional or invalid provision, clause, sentence, paragraph, section, or part thereof not been included.

SECTION VII: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

Passed this 20th day of March, 2023

	Ayes:	Nays:	Absent/Abstain:
Jeanne E. Balmes	✓		
Greg Garner	✓		
Quin O'Brien	✗		
Cheryl G. Ross	✓		
Karen Thorstenson	✓		
Kevin Woodside	✗		

APPROVED:

By:

THOMAS B. HOOD, Village President

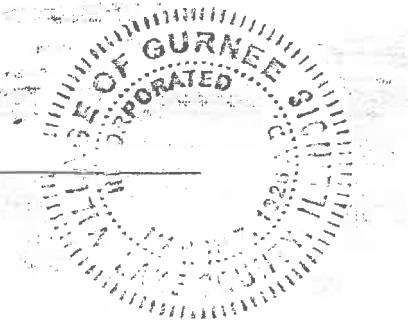
Date:

3-20-23

ATTEST:

By:

ANDY HARRIS, Village Clerk

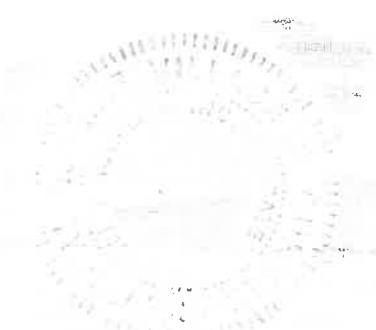


Presented and read, or reading having been waived, at a duly convened meeting of the Corporate Authorities on March 20, 2023.

I hereby certify that the above ordinance was published in pamphlet form on the 21st day of March, 2023, as provided by law.



ANDY HARRIS, Village Clerk



CERTIFICATE

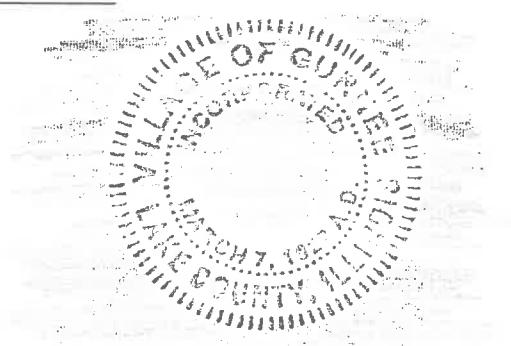
I, ANDY HARRIS, certify that I am the duly elected and acting municipal clerk of the Village of Gurnee, Lake County, Illinois.

I certify that on the 20th day of March, 2023, the Corporate Authorities of such municipality passed and approved Ordinance 2023 - 18, entitled, **“AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF GURNEE AND WARREN-WAUKEGAN FIRE PROTECTION DISTRICT OF LAKE COUNTY, ILLINOIS”** which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 2023 - 18, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on the 21st day of March, 2023, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at Gurnee, Illinois, this 21st day of March, 2023.


ANDY HARRIS, Village Clerk



SERVICE CONTRACT

This contract for services ("Contract"), entered into this 15th day of March 2023, by and between the WARREN-WAUKEGAN FIRE PROTECTION DISTRICT of Lake County, Illinois ("District"), duly organized as a fire protection district under the laws of the State of Illinois, and the VILLAGE OF GURNEE, Lake County, Illinois, a municipal corporation ("Village").

WITNESSETH:

WHEREAS, the District is a municipal corporation organized and existing under the Illinois Compiled Statutes, 70 ILCS 705/0./01, *et seq.*; and

WHEREAS, the Village is a municipal corporation empowered to provide fire protection and ambulance service to the property within its boundaries; and

WHEREAS, the District is empowered under 70 ILCS 705/11a and 705/22, as amended, to contract with the Village to provide fire protection and ambulance service to the District; and

WHEREAS, the Village is authorized under 65 ILCS 5/11-6-2, as amended, to contract to furnish fire protection and ambulance service to the District; and

WHEREAS, the District and the Village have the power, pursuant to 5 ILCS 220/1, *et seq.*, of the Intergovernmental Cooperation Act, and Section 10, Article 7, of the Constitution of the State of Illinois, to enter into this contract for the purposes stated herein; and

WHEREAS, the District has the legal duty and obligation to provide as nearly adequate protection as possible from fire for lives and property within the District; and

WHEREAS, the Village has an operating fire department and ambulance service which is able to, and currently does by prior contractual agreement, provide fire protection services to the District; and

WHEREAS, the prior contractual agreement for Village provision of fire protection and ambulance service to all persons and property within the District included the period from May 1, 2020, through April 30, 2023; and

WHEREAS, the District Board of Trustees (Board) have been and are satisfied that Village services to the District pursuant to said prior contract meet or exceed the District's statutory obligations and duties [70 ILCS 705/11]; and

WHEREAS, the Board has determined it would be cost-prohibitive, not fiscally prudent and temporally infeasible to establish a fire protection and ambulance service for the District; and

WHEREAS, the Board is mindful of the increased burden undertaken by the Village in providing fire protection and ambulance service to all persons and property within the District; and

WHEREAS, the Board has considered its continued duty to furnish as nearly adequate fire protection for all persons and property within said District for an period of three (3) fiscal years, beginning May 1, 2023 and ending April 30, 2026, as is reasonably possible and consistent with such duty and with the needs and wishes of the residents of the District; and

WHEREAS, the Board, consistent with its duty, finds and determines that it is proper, necessary and fiscally prudent and meets with the needs the residents of the District to provide fire protection services for the use and benefit of all the inhabitants and property of the District by contract with the Village for the three (3) year period beginning May 1, 2023 and ending April 30, 2026; and

WHEREAS, it is the opinion of the Board of Trustees of the Village that it is in the best interest of the Village to continue to provide said services to the District and in so doing to receive a portion of its fire department budget for providing fire protection services to the District; and

WHEREAS, the District Board finds and determines that fair and adequate compensation is due to the Village for said essential fire protection and ambulance services, as well as for the increased burden undertaken by the Village in providing fire protection and ambulance service to all persons and property within the District.

NOW, THEREFORE, the District and the Village agree as follows:

SECTION 1. Recitals. The foregoing recitals are incorporated herein by reference.

SECTION 2. Fire Protection Service Provided. The Village shall provide all the services that the Fire Department regularly performs for the Village ("Fire Protection Services") to the District which include but are not limited to the District fire protection, technical rescue, fire prevention, fire education, and emergency medical services; the use and rental of its firefighting apparatus, facilities and equipment, and the services of its firefighters; the use, rental and maintenance of its life saving and rescue equipment, service and facilities, and the services of its rescue squad officers, members, and attendants; the use and benefit of the 911 system.

SECTION 3. Fire Protection Service Disruption. If Fire Protection Services are disrupted for any reason, then the Village shall notify the District of the nature of the disruption and the anticipated length of the disruption as soon as possible. The Village shall notify the District promptly after services are restored.

SECTION 4. Contract Price. The District agrees to pay the Village for the cost of the above described Fire Protection Service ("Contract Price") as follows:

May 1, 2023- April 30, 2024 = (2022/2023 Price of \$3,345,000) with CPI Increase

May 1, 2024- April 30, 2025 = 2023/2024 Price with CPI Increase

May 1, 2025- April 30, 2026 = 2024/2025 Price with CPI Increase

In consideration for the payment of that sum, the Village agrees to furnish Fire Protection Service to the District as described in Section 2 and throughout this Contract. The

Contract Price CPI increase is capped at an annual maximum of five percent (5%) and an annual minimum of two percent (2%). As used in this Contract, "CPI" means the Consumer Price Index (CPI) for Urban Consumers used by the Illinois Department of Revenue to establish permissible increases to property tax extensions pursuant to the Illinois Property Tax Extension Limitation Law [35 ILCS 200/18-185 to 18-245]. See also Section 14 following.

SECTION 5. Payments. Payments are to be made quarterly in four (4) equal payments per year on or before July 31, October 31, January 31, and April 30 of each year. If full payment is not received within 45 days of the due date, interest on any late payments will accrue on any balances past due at a rate of interest equal to the current prime rate in effect as published by the Wall Street Journal, less 2.5%. Interest shall be compounded daily based upon a 365 day year. Partial payments shall be applied first to interest charges due as of the date of payment and the remainder of the payment to be applied to the principal amount then due. Payment may be made in the form of a check or via wire transfer.

SECTION 6. Annexation reimbursements. The Village will reimburse the District by wire transfer for any and all prescribed amounts as provided for in 70 ILCS 705/20 concerning territories disconnected from the District and annexed by the Village. The Village will provide the District with an annual accounting of the annexation reimbursement amounts at the time it issues the annexation reimbursement.

SECTION 7. Insurance. In consideration for the payment of the said sums set forth in Section 5, the Village also agrees to provide and pay for adequate insurance coverages, including auto, property, workers' compensation, and medical liability sufficient to comply with the laws of the State of Illinois relating thereto, written in such manner that: (1) the District will be one of the named insureds in all such policies; and (2) both the District and the Village are fully protected from liability subject to limitations

of insurance policies and coverage under the general laws of the State of Illinois. The Village agrees to provide the District a certificate naming the District an additional insured on the Village's above described insurance policies.

SECTION 8. Audit and Accounting. The Village agrees to provide the District with an independent annual audit report pursuant to the Illinois Municipal Auditing Law, which shall be expanded to specifically report on compliance with the terms of this contract and the second paragraph of Section 11a of the Fire Protection District Act [70 ILCS 705/11a]. Upon request, the District, or the District's auditors, may review the Village's books and records at the expense of the District.

SECTION 9. Control of Fire Protection Service. The Village fire department and ambulance or rescue squad personnel and equipment shall be under the exclusive operation and complete control of the Fire Chief. The Village fire department personnel, to the best of their ability, shall respond to District fire, ambulance, and rescue calls in the same manner as when responding to fire, ambulance or rescue calls within the Village. The Village shall provide all Fire Protection Services to the District in the same manner as when providing them to the Village.

SECTION 10. Fire Department Budget. To allow the District opportunity for effective participation in the budget process, the Village will provide the fire department's proposed budget to the District as soon as the proposed budget is distributed to the Village Board. Receipt of an electronic copy of the budget is sufficient. If requested, a member of the Village fire department will appear at the District meeting at which the District will discuss the proposed budget to answer questions the District may have. The District, at its sole discretion, may present written comments to the Village for its consideration and it may appear at the Village meeting(s) and/or hearing(s) designated for receiving and reviewing the Village fire department's proposed budget. The Village will provide timely notice to the District (in addition to notices required under the Open

Meetings Act) of the time and place of Village budget meeting(s) and/or hearing(s) concerning the fire department, it will consider any written comments it receives from the District, and it will permit the Trustees of the District to be present and to speak at the meetings and hearings.

SECTION 11. Negotiating New Contract. The Village and the District agree to confer with each other during the last six (6) months of fiscal year 2025-2026 to negotiate a reasonable contract price for the fiscal year of May 1, 2026 to April 30, 2027. At least six (6) months before the end of the fiscal year 2025-2026, the Village will provide a statement to the District of the sum the Village has identified as a preliminary contract price for the fiscal year 2026-2027.

SECTION 12. 911 Service. The Village agrees to maintain appropriate 911 call management for the District in the same manner as it does for the Village. All parties understand that 911 calls made by residents of the District route through the Lake County Dispatch Center before transfer to the Village's 911 Communications Center; therefore, the Village has no control of those calls until received by the Village. The Village agrees to exercise its best efforts to address and resolve any issues regarding the routing of dispatch services in the event that there are problems between the two dispatch centers.

SECTION 13. Facilities, Vehicles, Equipment and Extraordinary Supplies. The District Board, mindful of the increased burden undertaken by the Village and Fire Department in providing fire protection and ambulance service to all persons and property within the District may from time to time contribute revenues to the Village to defray the costs and expenses of acquiring or maintaining proper and adequate facilities, vehicles, equipment and extraordinary supplies used by the Village's Fire Department to provide said services to persons and property within the District. The District Board finds and determines this contribution to be its capital contribution to the collaborative effort to

ensure the continued provision of Fire Protection Services (Section 2) to all persons and property within the District [70 ILCS 705/11]. Said accumulation of funds is permitted by the third paragraph of Section 14 of the Fire Protection District Act [70 ILCS 705/14 3~~11~~]
which in pertinent part expressly provides that the Board "may accumulate funds for the purposes of building, repairing and improving firehouses, for the purposes of procuring firehouse land or sites, fire-fighting apparatus and equipment, and for the purposes of procuring appropriate apparatus, equipment, and training for emergencies involving hazardous substances and may annually levy taxes for such purposes in excess of current requirements for its other purposes[.]" In consideration for the District's contributions to the construction of Station 3, the Village will maintain an area of the station for use for business related to the administration of the Warren-Waukegan Fire Protection District. In addition, the Station 3 response area will include service to Warren-Waukegan Fire Protection District residents.

SECTION 14. Term and Termination. This contract shall commence midnight, May 1, 2023, and shall continue until 11:59 p.m., April 30, 2026, and thereafter for one (1) year periods unless either party notifies the other, by notice in writing, by 11:59 p.m. on April 30, immediately preceding any May 1, at least twelve (12) months in advance of the date of termination, that the party elects to terminate the contract. If the parties do not agree upon a new Contract Price, and if neither party has given timely notice to terminate, then the contract will renew under the same terms and the new Contract Price shall increase at the rate of the CPI used to calculate annual property tax extension revenue increases in and for the Village and District, from the contract price immediately preceding the contract year in question.

SECTION 15. Notices. Notices required to be sent to the Village shall be sent by certified mail to the Village Administrator, Village of Gurnee, 325 North O'Plaine Road, Gurnee, IL 60031. Notices to the District shall be sent via certified mail to the President

of the Board of Trustees of the Warren-Waukegan Fire Protection District, at such address as the District may, from time to time, advise the Village in writing; or, if no such notice has been provided, in care of the Gurnee Fire Department, 4580 Old Grand Avenue, Gurnee, IL 60031.

SECTION 16. Amendment. This Contract represents the full and complete understanding between the Village and District, and may be amended only by mutual agreement and documented in writing signed by the Village and District.

SECTION 17. Execution. This contract has been executed on behalf of the Warren- Waukegan Fire Protection District pursuant to action duly taken by the Board of Trustees of the Warren-Waukegan Fire Protection District at a meeting duly held on the 15th day of March, 2023.

This contract has been executed on behalf of the Village of Gurnee pursuant to action duly taken by the Board of Trustees of the Village of Gurnee at a meeting held on the 20th day of March, 2023.

Signature Page to Follow

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their respective officers pursuant to proper authorization this 15th day of March, 2023 (Warren-Waukegan Fire Protection District) and this 20th day of March, 2023 (Village of Gurnee), respectively.

WARREN-WAUKEGAN FIRE PROTECTION DISTRICT:



Martin I. Klauber, President

ATTEST



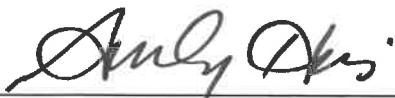
Donna M. Budil, Secretary

VILLAGE OF GURNEE:



Thomas Hood, Mayor

ATTEST



Andy Harris, Village Clerk

