INTERGOVERNMENTAL AGREEMENT FOR FIRE AND AMBULANCE PROTECTION
BETWEEN THE VILLAGE OF WESTMONT AND
SOUTH WESTMONT FIRE PROTECTION DISTRICT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), made this _____day of June, 2016, between the Village of Westmont, an Illinois municipal corporation (the "Village@), and the South Westmont Fire Protection District, an Illinois municipal corporation (the "District@),

WITNESSETH:

WHEREAS, the Village is ready, willing and able to render fire and ambulance protection services outside of its corporate limits to all properties within the District's boundaries upon the terms and conditions set forth herein; and

WHEREAS, the District constitutes a territory beyond the Village limits, which desires to have the fire and ambulance protection of the Village=s Fire Department ("the Department@), and is willing to pay the Village for such services as hereinafter provided; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and 5 ILCS 220/1 through 220/9 provide authority for the intergovernmental cooperation contemplated by this Agreement; and

WHEREAS, the Parties mutually agree that the provision of fire and ambulance services as set forth in this Agreement will promote and protect the public health, safety and welfare.

NOW, THEREFORE, in consideration of the covenants and conditions herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by and between the parties hereto as follows:

1. Services to be Provided by the Village:

(A) Commencing on the start date of June 1, 2016, and ending May 31, 2021, the Village hereby agrees to furnish all property within the boundaries of the District with the full fire protection, emergency rescue and ambulance services of the Department, to the extent of its ability to do so, including Automatic Aid as provided in Paragraph 8. Any fee charged for ambulance service to the District shall be the same fee as charged for ambulance service within the Village limits.

(B) The Department will provide quarterly reports to the District concerning call activity, response time and other data regarding performance of the Department within the boundaries of the District.

2. Payment of Fees for Services in District:

The District agrees that users and the responsible parties who receive ambulance, fire protection or other related services in the District pursuant to this Agreement may be liable to pay the Village for certain fees or costs, as follows:

(A) Ambulance user fees in accordance with the charges for such services within the Village limits in accordance with Section 42-215 of the Village Code;

(B) A charge for false alarms from any approved alarm automatic protection device or signaling device, as provided in Section 14-189 of the Village Code, which amends the 1990 edition of the BOCA Basic/National Fire Prevention Code, 1990 edition, Section 500.2.1.1(f).

(C) Reimbursement by any person responsible for a hazardous materials incident for any costs incurred by the Village as a result of required cleanup or abatement of such an incident, as provided in Article VI of Chapter 42 of the Village Code, and in particular in Section 42-237 thereof.

The Department will administer the billing procedures for any services rendered which involve such user fees, penalty charges or reimbursement of costs.

3. Fee for Services Rendered:

(A) In consideration of the foregoing fire protection services to be rendered by the Village, the District agrees to pay to the Village the sums as set forth below:

Amount Due	**Date Due**
$5,000.00	June 15, 2016
$7,500.00	June 15, 2017
$10,000.00	June 15, 2018
$12,500.00	June 15, 2019
$15,000.00	June 15, 2020

(B) Each fiscal year during the term of this Agreement, the District shall increase its tax levy to the maximum allowed under the Illinois Property Tax Extension Limitation Law, said increase being the lesser of five (5%) percent or the increase in the Consumer Price Index for the year preceding the levy year.

(C) During each fiscal year during the term of this Agreement, the District shall consider approving requests from the Department to provide funding for equipment, training, supplies or other goods and services related to the Department's obligations under this Agreement. The approval of such requests and the amount thereof shall be determined in the sole discretion of the District, based on its determination that such approval will not impair its functions and obligations in light of its current financial condition. The Village shall follow all Village of Westmont procurement policies and practices when purchasing any such equipment, supplies or other goods or services related to the Department's obligations under this Agreement.

(D) If, by virtue of annexations or other loss of assessed valuation, the District=s tax revenues fall below a sum necessary to meet the payment provision of this section, the District may give written notice to the Village concerning its inability to meet such payments, and the provisions of this section governing remuneration owed to the Village shall be immediately reopened for negotiation to attempt to establish a level of compensation satisfactory to both parties in light of the changed circumstances. It is understood and agreed that the payments to be made by the District to the Village are contingent upon regular tax collections.

(E) Should the District default in its payments to the Village hereunder, the Village may, upon sixty (60) days written notice to the District, terminate this Agreement and cease to provide fire protection and ambulance service hereunder.

4. Insurance Requirements:

The Village agrees to maintain, throughout the term of this Agreement, insurance coverage through the insurers and in the amounts set forth below:

General Liability	$1,000,000 combined single limit per occurrence for bodily injury $2,000,000 general aggregate.
Automobile Liability	$1,000,000 combined single limit per accident for bodily injury and property damage.

Insured through the Intergovernmental Risk Management Agency.

The District shall be named as an additional insured on the above referenced coverage. The Village shall provide the District a certificate of insurance during each year of the term of this Agreement.

5. Personnel and Equipment:

All personnel and equipment necessary for the Village to perform its obligations hereunder shall be provided by the Village.

6. Fire Alarms and Dispatching:

The Department will assume fire alarm receipt and dispatching responsibility. As described in Section 3(B) of this Agreement, fire alarms connected to other monitoring stations may be connected to the Department=s system at the same rates as are available to Village customers. The Department will be responsible for all other dispatching and communication.

7. Public Education and Fire Safety Programs:

The Department will provide to the residents of the District the same public education and fire safety programs which are available to Village residents, including, without limitation, home fire safety surveys, home blood pressure checks, CPR training, the juvenile fire setter program, and the use of the Department=s Community Room.

8. Automatic Aid:

The Department will make every possible effort to secure "Automatic Aid" for the District from other Fire Departments and Fire Districts. Mutual aid will be provided through existing agreements with MABAs divisions.

9. Notices:

All notices necessary or required hereunder shall be made in writing, and directed by certified United States mail, return receipt requested, to the parties as follows:

To the Department:	To the District:
David Weiss, Fire Chief (or the	Kenneth Kunesh, Secretary (or the

then acting Fire Chief of the Department)
6015 South Cass
Westmont, IL 60559

then acting Secretary of the District)
6518 South Richmond Street
Willowbrook, IL 60527

IN WITNESS WHEREOF, the Village has caused this Agreement to be executed and sealed on its behalf by its Mayor, with the attestation of the Village Clerk, pursuant to a Resolution of the Village Board of Trustees, and the District has caused this Agreement to be executed and sealed on its behalf by the President and Treasurer of its Board of Trustees, with the attestation of its Secretary, pursuant to a Resolution of its Board of Trustees.

VILLAGE OF WESTMONT, an Illinois
municipal corporation
by:

_____
Mayor

ATTEST:

_____
Village Clerk

SOUTH WESTMONT FIRE PROTECTION DISTRICT, an Illinois municipal corporation
by:

_____
President, Board of Trustees

_____
Treasurer, Board of Trustees

ATTEST:

_____
Secretary