

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF ROCHELLE AND
OGLE-LEE FIRE PROTECTION DISTRICT FOR A JOINT TRAINING FACILITY**

This Benefits Agreement (“Agreement”) made this ___ day of October, 2021, by and between the CITY OF ROCHELLE, an Illinois Municipal Corporation (“City”), and the OGLE-LEE FIRE PROTECTION DISTRICT, an Illinois Fire Protection District (“District”).

W I T N E S S E T H:

THAT WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local governments to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, as amended, 5 ILCS 220/1 et seq., and the Illinois Municipal Code, 65 ILCS 5/1-1-5 et seq., also authorize unites of local government to exercise and enjoy jointly their powers, privileges, or authority, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, the District is a duly formed Illinois fire protection district pursuant to 70 ILCS 705/1 et seq., comprising parts of Ogle and Lee Counties, Illinois; and

WHEREAS, the City owns and operates a municipal fire department; and

WHEREAS, the City and District are in need of a facility, at which to conduct fire training; and

WHEREAS, the City owns a property that can be utilized for the development of a joint training facility; and

WHEREAS, the owns consists of approximately 10 acres of land currently used for farmland, but zoned for commercial/industrial use, and

WHEREAS, the property is located at 920 S. Main Street, Flagg Township, Ogle County, Rochelle, Illinois, under PIN 24-25-476-011, as depicted in Exhibit 1 and legally described in Exhibit 2 hereto (“Property”); and

WHEREAS, it is the intent of the City and the District to develop and operate a joint training facility (“Facility”) for the benefit of the City’s and District’s fire departments, as well as operate for a regional training facility for other fire services providers; and

NOW THEREFORE, the parties agree as follows:

1. Intent. It is the parties’ intent to operate and manage a training facility on the Property.

2. Payment for Development and Maintenance of Training Facility. The parties stipulate and agree, in light of the appraisal of the Property dated _____, as well as certain other considerations, that the District shall purchase from the City an undivided one-half (1/2) interest in the Property for the sum of \$262,500.00 (“Purchase Price”). The City and District shall equally share all development costs for the design, development, and construction of the joint facility on the City’s property. The City and District will each be required to pay 50% of all Development Costs as they are incurred during the design, development, and construction of the joint training facility; however, the City shall receive a credit equal to one hundred (100%) of the appraised value of the property at this Agreement is executed. The City’s contribution towards the during the design, development, and construction of the joint training facility shall not be required until such time as the District has spent an amount equal to the appraised value of the City’s land. The City explicitly reserves the right to build training structures for electric lineman and for electrical transmission, distribution and generation electrical workers on a portion of the land, as determined by the City. The City shall be responsible for the improvements related to the training structures for electric lineman and for electrical transmission, distribution and generation electrical workers

3. Joint Ownership. Immediately upon execution of the Agreement, and subject to receiving and updated title policy acceptable to the City and the District, the City shall execute a general warranty deed (“Deed”) conveying to the District, as a tenant in common, an undivided one-half (1/2) interest in the Property. Said title policy shall contain no exceptions to title other than those that are set forth in the owner’s policy of title insurance dated _____ that was issued to the City upon the City taking title to the Property. All title charges, recording fees, transfer taxes and other like expenses incurred in the transfer of ownership to the District shall be considered Development Costs under the terms of the Agreement and divided equally by the City and the District.

4. Operation and Maintenance Costs. The City and District shall share equally all operation and maintenance costs for the joint training facility.

5. Management Board. A Management Board may be formed and shall consist of two members appointed by the District and two members appointed by the City. The Management Board shall meet not less than monthly and shall have the following responsibilities:
 - A. To provide liaison between the District and the City.
 - B. To provide joint policy review and oversight.
 - C. To set a fee schedule for the use of the facilities by third parties for the fire training facilities only. The fee schedule for any electrical training facilities shall be set by the City, exclusively.

6. Operations. All operations and day-to-day management shall be under the direction of the City Manager and the City's Fire Chief and, subject to District review. Operations shall include, but not be limited to, training for: fire suppression, EMS, rescue, hazardous materials, personnel, fire prevention, dispatching, public information, and response record keeping. The joint facility may also be used for the training of electric transmission, distribution and generation lineman and related employees; however, the City shall have all scheduling and operational control over the electrical training facilities.
7. Fees from Third Parties. Fees paid by third parties for the use of the joint training facility shall be used to offset the costs to the City and District for the operation and maintenance of the joint training facility.
8. Insurance. The City and District shall maintain insurance limits as set forth in Exhibit 3, attached hereto.
9. Termination. Either party may terminate this Intergovernmental Agreement by giving twelve (12) months prior written notice to the other party of its desire to terminate. The first party to give such a notice shall be considered the terminating party. Upon receipt of the notice of termination, the non-terminating party shall have the right to purchase the terminating party's interest in the joint training facility. The parties acknowledge that there is insufficient information at the present time to determine the purchase price of the terminating party's interest. Accordingly, the Parties agree that a mechanism for determining the purchase price of the terminating party's interest shall be established at a later date by the Management Board referenced in Section 5 above, prior to the commencement of construction of the joint training facility.
10. Default. Should either the City or District breach any of their respective obligations under this Agreement and not cure the breach within 30 days of receiving written notice, then this Agreement shall terminate, and the non-breaching party shall have the right to purchasing the breach party's ownership interest based upon the appraised value of the joint training facility, less any sums money due and owing from the breaching party.
11. Notices. Any notice, request or other communication to be given by any party hereunder shall be in writing and shall be deemed adequately given only if (i) sent by personal delivery, (ii) by Federal Express or other overnight messenger service, (iii) first class registered or certified mail, postage prepaid, return receipt requested or (iv) by electronic mail, and addressed to the party for whom such notices are intended, addressed in each case as follows:

All notices to District shall be sent to:

Ogle Lee Fire Protection District
401 5th Avenue
Rochelle, IL 61068

Attention: Lance Noggle, Board President

With a copy to:
Paul E. Chadwick
Fearer, Nye & Chadwick
420 Fourth Avenue
Rochelle, IL 61068
paul@fnclaw.com

All notices to Grantee shall be sent to:

City of Rochelle
420 North 6th St.
Rochelle, IL 61068
Attention: Jeff Fiegenschuh, City Manager

With a copy to:
Dominick L. Lanzito, City Attorney
Peterson Johnson & Murray
200 W. Adams, Suite 2125
Chicago, Illinois 60606
dlanzito@pjmchicago.com

12. **ASSIGNMENT.** Neither party may assign its rights hereunder without the prior written consent of the other party.
13. **ENTIRE AGREEMENT; EFFECTIVE DATE.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement, and the parties acknowledge and understand that, upon completion, any and all Exhibits shall be deemed to be made a part collectively hereof. This Agreement shall become effective upon the date (“Effective Date”) it is signed by all parties.
14. **AMENDMENT.** This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by the parties hereto. However, the City and the District agree to amend this Agreement in good faith in order to address the development and operation costs associated with hosting any electrical utility training and the proration of operation costs and/or revenue pertaining to said electrical utility training.
15. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflict of laws provisions. If legal action, arbitration or other proceeding is brought to enforce or to resolve any dispute arising under this Agreement, the prevailing Party shall be entitled

to recover reasonable Attorneys' fees and other costs incurred in such proceeding, in addition to any other relief to which it may be entitled.

16. **SEVERABILITY.** Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and each such provision shall be valid and remain in full force and effect.
17. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument. Facsimile and electronic mail signatures shall be treated as original signatures of the parties for the purposes hereto.
18. **ELECTRONIC/FAX SIGNATURES.** Unless required otherwise elsewhere in this Agreement, any signed document transmitted electronically or by facsimile (fax) machine shall be treated in all manner and respect as an original document and the signature of any party hereto upon a document transmitted electronically or by fax machine shall be considered an original signature.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year as first above written.

**OGLE-LEE FIRE PROTECTION
DISTRICT**

CITY OF ROCHELLE

By: _____

By: _____

Attest: _____

Attest: _____

(Corporate Seal)

(Corporate Seal)

PREPARED BY:
Peterson, Johnson & Murray Chicago, LLC
Attorneys for City of Rochelle
200 W. Adams St., Suite 2125

Chicago, Illinois 61068
(312) 724-8024

Exhibit 1
Depiction of Parcel



Exhibit 2
Legal Description

OF PROPERTY DESCRIBED AS: Lot 5, EXCEPT the South 66 feet thereof as shown on the Plat of the Resubdivision of the of the Rochelle Tollway Industrial Park First Addition in part of the East-half of Section 25, Township 40 North Range 1 East of the Third Principal Meridian, as shown on the Plat thereof recorded December 17, 1980 in File "A" of Plats at page 59 as Document No. 490720 in the Recorder's Office of Ogle County, Illinois, subject to all easements, agreements, city codes and/or ordinances of record if any, all situated in the City of Rochelle, the County of Ogle and the State of Illinois.

Exhibit 3
Insurance Requirements

INSURANCE AND WAIVER OF SUBROGATION

Contractor and City of Rochelle agrees to obtain and maintain during the term of this Agreement, commercial general liability insurance, including coverage for ongoing operations of the joint training facility.

Further, the City and District agree to obtain and maintain automobile liability insurance for all owned, hired and non-owned vehicles, workers compensation and employers liability insurance, and liability umbrella insurance in such amounts of coverage and limits as required below.

All insurance policies must be underwritten by admitted insurers with an A.M. Best rating of A- or better.

The required insurance coverage, limits and conditions shall be as follows:

Commercial General Liability:

\$2,000,000 Occurrence / \$5,000,000 General Aggregate.

Workers Compensation and Employers Liability Insurance

Workers Compensation Statutory Limits with Employers Liability of

\$1,000,000/\$1,000,000/\$1,000,000.

Automobile Liability Insurance

Minimum Limits Required: \$1 million combined single limit or split liability limits of \$1 million/\$1million/\$1million.

Umbrella

The City and District agree to maintain a \$5 million umbrella policy during the term of this Agreement.

An acceptable Certificate of Liability Insurance, for all insurance required under this Agreement prior to commencement of operations of the joint training facility. The Certificate shall contain a provision that provides for thirty (30) days written notice prior to cancellation or non-renewal of said policies for any reason other than for non-payment of premium.

All insurance coverage required under this Agreement shall be maintained without interruption

or suspension during the entire performance of this Agreement.