

RESOLUTION 25-05

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY OF SANDWICH AND THE SANDWICH FIRE PROTECTION DISTRICT CONCERNING COOPERATION AS IT PERTAINS TO PUBLIC SAFETY

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 authorizes units of local government, including municipalities, to cooperate with each other in order to accomplish common goals and objectives; and

WHEREAS, the City of Sandwich (hereinafter “the City”) is an Illinois Municipal Corporation formed under the Illinois Municipal Code; and

WHEREAS, the Sandwich Fire Protection District (hereinafter the “SFPD”) is an Illinois Fire Protection District formed under the Fire Protection District Act; and

WHEREAS, the City and the SFPD desire to cooperate with one another as it pertains to providing mutual aid and maintaining public safety within the City, portions of which coincide with the District’s geographic territory; and

WHEREAS, the City Council has reviewed the Intergovernmental Cooperation Agreement (attached hereto as Exhibit “A”) and believes that it is in the best interest of the City and its citizens to enter into said Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sandwich, Illinois, that the Mayor is hereby empowered, authorized, and directed to execute, on behalf of the City of Sandwich, the Intergovernmental Cooperation Agreement Between the City of Sandwich and the Sandwich Fire Protection District Concerning Cooperation as it pertains to Public Safety.

PASSED BY THE CITY COUNCIL of the City of Sandwich, Illinois, at a regular meeting thereof held on the 17th day of March, 2025, and approved by me as Mayor on the same day.

AYES: _____

NAYS: _____

ABSENT: _____

Todd Latham, Mayor

ATTEST:

Denise Li, City Clerk

CERTIFICATION

I, Denise Li, do hereby certify that I am the duly elected, qualified and acting City Clerk of the City of Sandwich, Counties of DeKalb and Kendall, and State of Illinois, and that I am keeper of the records, ordinances and other proceedings of said City; and I further certify that the above and foregoing is a true and correct copy of

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As approved and adopted by the City Council at a regular meeting of the City Council of the City of Sandwich, held on the 17th day of March, 2025, which meeting was held in the Council Chambers located in the City Hall Annex at 128 East Railroad Street in the City of Sandwich, Illinois.

Witness my hand and seal this 17th day of March, 2025.

Denise Li, City Clerk

EXHIBIT “A”

INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY OF SANDWICH AND THE SANDWICH FIRE PROTECTION DISTRICT

THIS AGREEMENT made and entered into this ____ day of _____, 2025 by and between the CITY OF SANDWICH, an Illinois Municipal Corporation (hereinafter referred to as the CITY) and the SANDWICH FIRE PROTECTION DISTRICT, an Illinois fire protection district (hereinafter referred to as the DISTRICT) collectively referred to as the “Parties” which have approved this Agreement in the manner provided by law.

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 authorizes units of local government, including municipalities, to cooperate with each other in order to accomplish common goals and objectives; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) 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, combined, transferred, and enjoyed by a unit of local government individually, and to enter into contracts with any other unit of local government for the performance of governmental services, activities and undertakings; and

WHEREAS, the Parties are units of local governments as defined in the Illinois Constitution and are public agencies pursuant to the Intergovernmental Cooperation Act; and

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

WHEREAS, the Illinois Municipal Code (65 ILCS 5/11-6-1) provides for the City to enter into contracts for mutual aid with fire protection districts; and

WHEREAS, the District has the statutory responsibility for fire protection, advanced life support systems, emergency medical services, fire prevention services, and fire safety public education services in the District’s entire geographic territory; and

WHEREAS, the Parties have been providing shared services with regard to emergency management (hereinafter referred to as SERVICES) on a continuing basis and pursuant to various agreements and subject to differing terms and covenants for a substantial number of years; and

WHEREAS, the Parties recognize the need to cooperate in maintaining their concern for public safety; and

WHEREAS, the Parties hereto have determined that it is in their best interest to enter into this agreement to clarify and solidify their goals and objectives.

NOW, THEREFORE, BE IT RESOLVED, that, in consideration of the mutual covenants and undertakings contained herein, the Parties hereby enter into this Intergovernmental Agreement upon the following terms and conditions:

Section One: The Parties agree that recitals hereinabove are incorporated herein and made a part of this Agreement.

Section Two: The Parties agree that the purpose of this Agreement is to improve the provision of Services within the respective jurisdictions of the Parties.

Section Three: The City agrees to provide mutual support to the district, including the support of the volunteer Sandwich Emergency Management Agency (hereinafter referred to as SEMA) as applicable in accordance with the terms of this Agreement.

Section Four: This Agreement is intended to be flexible for all Parties, as SEMA is an all-volunteer organization, and as such, SEMA will participate in mutual aid and/or automatic aid to the degree it is able to do so from a financial and operational standpoint, as determined by the SEMA Director .

Section Five: Except as specifically provided herein, it is not contemplated that any Party will incur a financial obligation as a result of this Agreement beyond the normal cost of providing Services as is already expected and/or required of the Parties.

Section Six: The City and the District shall continue to provide salaries and all benefits to each Party's own employees, as may be amended at their sole and executive expense, including but not limited to health insurance, life insurance, Workers' Compensation coverage, paid holidays, sick time, and vacation time except for those individuals that are exempt or volunteers.

Section Seven: The Parties agree to indemnify and hold each other harmless from any and all claims, losses, damages or costs, including reasonable attorney's fees, whatsoever, claimed, resulting from or arising in whole or in part, out of the acts or omissions of SEMA while they are under the control of either Party, or the possession or use of either Party's vehicle, vehicles under the provisions of which emanate from the execution or performance of this Agreement, equipment, or which results from the claims of third parties as it pertains to the Party which is providing direction to SEMA at said time.

Section Eight: This Agreement shall remain in full force and effect from the last date of the execution hereof and shall automatically renew on a yearly basis unless or until it is terminated as provided for in this Section. Either Party may terminate this Agreement upon delivery of a written notice to the other Party at least thirty (30) days before the intended termination date. Such notice shall be either personally delivered or sent by certified mail, return receipt requested, as follows:

If to the City:
City of Sandwich
Attn: Mayor
144 E. Railroad Street
Sandwich, Illinois 60548

If to the District:
Sandwich Fire Protection District
Attn: Fire Chief
310 E. Railroad Street
Sandwich, Illinois 60548

Copy to:
Cassandra A. Gottschalk
Foster, Buick, Conklin, Lundgren &
Gottschalk, LLC
2040 Aberdeen Court
Sycamore, Illinois 60178
Facsimile: 815-756-9506
E-mail: cgottschalk@fosterbuick.com

Copy to:

Section Nine: This Agreement shall only be amended by a written instrument approved and signed by all parties hereto. Such amendment shall take effect immediately upon its execution.

Section Ten: This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

Section Eleven: This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

Section Twelve: This Agreement shall not be assigned without the written consent of the other Party.

Section Thirteen: This Agreement will replace any previous agreements between the Parties. All prior reciprocal fire protection or mutual aid agreements between the Parties are hereby terminated and superseded.

IN WITNESS WHEREOF, the Parties, pursuant to proper and necessary authorization have executed this Agreement on the date shown below:

APPROVED AND ADOPTED on this ____ day of _____, 2025 by

CITY OF SANDWICH

By: _____
Todd Latham, Mayor

ATTEST:
By: _____
Denise Ii, City Clerk

APPROVED AND ADOPTED on this ____ day of _____, 2025 by

SANDWICH FIRE PROTECTION DISTRICT

By: _____
(President, Board of Trustees)

ATTEST:
By: _____
(Secretary, Board of Trustees)