

**SECOND AMENDMENT TO AGREEMENT BETWEEN THE VILLAGE OF LOMBARD
AND GLENBARD FIRE PROTECTION DISTRICT IN REGARD TO
FIRE PROTECTION SERVICES**

This Second Amendment to the Agreement Between the Village of Lombard and the Glenbard Fire Protection District (the "Second Amendment") is made and entered into as of the ____ day of October, 2020, by and between the Village of Lombard, Illinois, an Illinois non-home rule municipal corporation (the "Village") and the Glenbard Fire Protection District, an Illinois fire protection district (the "District") (The Village and the District are sometimes referred to herein collectively as the "Parties.")

WITNESSETH

WHEREAS, the Village and the District entered into an agreement, dated September 16, 1968, in regard to fire protection services (the "Agreement"), a true and accurate copy of which is attached hereto as **Exhibit A** and made a part hereof; and

WHEREAS, the Village and the District entered into an Amendment to the Agreement, dated March 12, 1992 (the "First Amendment"), a true and accurate copy of which is attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, pursuant to Ordinance No. 2020-001, the District adopted the Glenbard Fire Protection District Fire Prevention Code ("Fire Prevention Code"), as authorized by the Fire Protection District Act (70 ILCS 705/0.01, *et seq.*); and

WHEREAS, the Village and the District desire to further amend the Agreement to authorize the Village to take those actions necessary and useful for the enforcement of the Fire Prevention Code; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution provides authority for intergovernmental cooperation; and

WHEREAS, the Illinois Intergovernmental Cooperation Act (the "Act"), 5 ILCS 220/1 *et seq.*, provides further authority for intergovernmental cooperation, and Section 5 of the Act, 5

ILCS 220/5, specifically provides authority for the formation and execution of intergovernmental contracts; and

WHEREAS, the Illinois Fire Protection District Act (70 ILCS 750/6) authorizes the District to take pass all ordinances, and rules and regulations for the proper management and conduct of the business of the Board of Trustees of the District for carrying into effect the purpose of the District of protecting persons and property from the dangers of fire; and

WHEREAS, the Parties recognize the need to continue to cooperate in maintaining their concern for public safety, in order to provide efficient and effective fire prevention services; and

WHEREAS, the Parties agree that it is in the best interest of both Parties to enter into this Second Amendment for the purpose of providing efficient and effective fire prevention services to the persons and properties within the jurisdiction of the District;

NOW, THEREFORE, in consideration of the foregoing, other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties hereto, and the mutual covenants and agreements hereinafter contained, the Parties hereto agree as follows:

1. That the above recitals are incorporated into this Second Amendment as if fully set forth herein.

2. That the Agreement is hereby amended by adding the following three (3) “WHEREAS” clauses to serve as the tenth, eleventh and twelfth “WHEREAS” clauses of the Agreement, respectively, which shall read in their entirety as follows:

“**WHEREAS**, Article VII, Section 10 of the 1970 Illinois Constitution provides authority for intergovernmental cooperation; and

WHEREAS, the Illinois Intergovernmental Cooperation Act (the “Act”), 5 ILCS 220/1 et seq., provides further authority for intergovernmental cooperation, and Section 5 of the Act, 5 ILCS 220/5, specifically provides authority for the formation and execution of intergovernmental contracts; and

WHEREAS, the Parties agree that it is in the best interest of both Parties to enter into this agreement for the purpose of providing efficient and effective fire prevention services to the persons and properties within the jurisdiction of the District;”

3. That the Agreement is hereby amended by adding a Section 13, which shall read in its entirety as follows:

“Enforcement of Fire Prevention Code and Inspectional Services. The District has the authority under the Fire Protection District Act, 70 ILCS 705/0.01, *et seq.*, to establish and enforce fire prevention codes and standards parallel to national standards for the protection of persons and property from the threat of fire. Pursuant to this authority, the District enacted Ordinance No. 2020-001, which established the Glenbard Fire Protection District Fire Prevention Code (hereinafter the “Fire Prevention Code”). The Municipality has the personnel and expertise to enforce the Fire Prevention Code and provide the inspectional and plan review services that are integral to the enforcement of the Fire Prevention Code and the protection of persons and property within the District from the dangers of fire. The District hereby authorizes the Municipality, at the Municipality's sole cost and expense, to enforce the Fire Prevention Code, as may be amended from time to time, within the District, as follows:

- (a) The Municipality shall provide trained and certified inspectors to conduct inspections within the corporate limits of the District relative to the Fire Prevention Code, as deemed necessary or useful for the enforcement of the Fire Prevention Code, as determined within the sole discretion of the Municipality.
- (b) Municipality inspectors providing services under this Agreement shall be authorized to issue citations and bring legal actions in the Circuit Court of

DuPage County, in the name of the District, to enforce the Fire Prevention Code, as deemed necessary or useful within the sole discretion of the Municipality. In connection therewith, the Municipality shall have the authority to seek the imposition and collection of fines and penalties for violations of the Fire Prevention Code, as well as hire attorneys to prosecute such actions in court. The Municipality shall have the authority to retain any fines collected and shall be responsible for the legal fees and costs associated with enforcement of the Fire Prevention Code.

- (c) As necessary, Municipality inspectors and/or attorneys shall attend court or such other administrative proceedings for the purpose of providing testimony or other evidence with respect to any observed violations of the Fire Prevention Code or to enforce any judgment related to a violation of the Fire Prevention Code.
- (d) The Municipality shall provide plan review and inspectional services for all construction, demolition and development within the District, to the extent required by the Fire Prevention Code. The Municipality is authorized to charge fees, to the extent authorized by the Fire Prevention Code, and take all necessary actions to collect said fees, for plan review and inspectional services provided under the Fire Prevention Code. All such fees charged and collected shall be retained by the Municipality.
- (e) During the term of this Agreement, the District agrees not to adopt any amendments or revisions to the Fire Prevention Code, unless an amendment or revision is requested in writing by the Municipality.
- (f) Each Party shall have the ability to terminate the provisions of this Section 13 upon no less than twelve (12) months prior written notice to the other Party; provided, however, that any such termination shall not impact the

Municipality's right to collect any fees or fines, enforce any judgments or prosecute any lawsuits that accrued or were filed prior to the effective date of the termination of the provisions of this Section 13, and said rights shall survive any termination of the provisions of this Section 13."

4. That the Agreement is hereby amended by adding a Section 14 to the Agreement, which shall read in its entirety as follows:

"The Municipality shall act as an independent contractor with respect to the provision of services pursuant to this Agreement. Nothing in this Agreement is intended, or shall be construed or applied, to create the relationship of principal and agent, partners, or joint ventures between the Municipality and the District. All employees of the Municipality shall remain employees of the Municipality and no employer/employee relationship shall be created by this Agreement between the District and any person providing services under the terms of this Agreement."

5. That all portions of the Agreement, not amended hereby, shall remain in full force and effect.

6. That all portions of the First Amendment, not amended hereby, shall remain in full force and effect.

7. This Second Amendment shall be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same Second Amendment.

8. This Second Amendment shall be deemed dated and become effective on the day on which this First Amendment is executed by the last of the signatories, as set forth below, with said date appearing on page 1 hereof.

9. If any provision of this Second Amendment is deemed invalid by a court of competent jurisdiction, it shall not impact the validity of any of the other provisions thereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on or as of the day and year first appearing on page 1 hereof.

VILLAGE OF LOMBARD

GLENBARD FIRE PROTECTION DISTRICT

By: _____
Keith Giagnorio, Village President

By: Wilfred J. Perreault
Wilfred J. Perreault, President, Board of Trustees

ATTEST:

ATTEST:

Sharon Kuderna, Village Clerk

Joseph F. Gribauskas
Joseph F. Gribauskas, Secretary, Board of Trustees

DATE: _____

DATE: 09/22/2020

ACKNOWLEDGMENT

State of Illinois)
) SS
County of DuPage)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Keith Giagnorio and Sharon Kuderna, personally known to me to be the President and Village Clerk of the Village of Lombard, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Village Board of said Illinois municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Illinois municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this ___ day of _____, 2020.

Notary Public

ACKNOWLEDGMENT

State of Illinois)
) SS
County of DuPage)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Wilfred J. Perreault and Joseph F. Gribauskas, personally known to me to be the President and Secretary of the Board of Trustees of the Glenbard Fire Protection District, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the board of directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 22nd day of September, 2020.

Maureen C Strauts
Notary Public



Exhibit A

Agreement Between Village of Lombard and Glenbard Fire Protection District

Dated: September 16, 1968

(attached)

L.A. 11-11-68

A G R E E M E N T

THIS AGREEMENT, dated the 11th day of September, 1968, between the VILLAGE OF LOMBARD, an Illinois municipal corporation, and the GLENBARD FIRE PROTECTION DISTRICT, an Illinois municipal corporation,

WITNESSETH:

WHEREAS, Section 20 of "An Act in Relation to Fire Protection Districts", approved July 8, 1927, as amended (Illinois Revised Statutes 1965, Chapter 127½, Section 38-3), added by act approved May 13, 1965 (House Bill 105, 74th General Assembly), provides for the disconnection of certain territories from fire protection districts; and

WHEREAS, certain territory within the boundaries of the VILLAGE OF LOMBARD (hereinafter referred to as "Municipality") would be disconnected from the GLENBARD FIRE PROTECTION DISTRICT, (hereinafter referred to as "District") effective January 1, 1966, according to said statute, except that, pursuant to such statute said District has filed a petition in the Circuit Court of DuPage County requesting that such territory remain within the District, which petition is filed as Case No. C-65-7065; and

WHEREAS, the parties hereto are desirous of fixing the boundaries of said District, and providing for other matters contained in this Agreement; and

WHEREAS, those portions of the District now annexed by the Municipality are outlined in the plat attached hereto and hereby made a part hereof as "Exhibit A"; and

WHEREAS, it is anticipated that from time to time the Municipality will annex unincorporated territory presently within the boundaries of the District, which territory would be disconnected from the District by operation of the aforesaid statute; and

WHEREAS, the District is desirous of having the Municipality provide fire protection services to those portions of the District

(*)

that are presently unincorporated until such time as the District is legally dissolved and under no further obligation to provide any fire protection services; and,

WHEREAS, the District wishes to transfer its assets, liabilities and obligations to the Municipality, and the said Municipality wishes to accept and assume such assets, liabilities and obligations; and,

WHEREAS, for the purposes of this Agreement the tax revenues of the District are divided into two parts, one being termed "Bonded Indebtedness Revenue" to be used for the payment of Outstanding Bonds and to the installment obligations of the District; and the other part being termed, "Operations and Maintenance Revenue;" and,

WHEREAS, Section 11(a) of the aforesaid Fire Protection District Act (Illinois Revised Statutes 1965, Chapter 24, Section 1-1-5), authorizes the execution of this Agreement;

NOW, THEREFORE, in consideration of the premises, the exchange of mutual promises, and other good and valuable consideration, the VILLAGE OF LOMBARD and the GLENBARD FIRE PROTECTION DISTRICT AGREE as follows:

1. That the portion of the District as shown on "Exhibit A" which lies within the present territorial boundaries of the Municipality shall be disconnected from the said District as of December 31st of the year of the execution of this Agreement.
2. That the Municipality shall provide fire protection services to the remaining unincorporated areas of the District.
3. For the services to be rendered and the transfer of the District's assets, liabilities and obligations to the Municipality, that:

- (a) The District will pay to the Municipality, beginning with the year 1969 (the taxes for which will not be collected until 1970), the Bonded Indebtedness Revenue of the entire District,

whether it lies within the unincorporated area of the District, within the corporate limits of the Municipality, or within the limits of any municipality other than the Village of Lombard; and the Operation and Maintenance Revenue for that portion of the District which is unincorporated from time to time during the lifetime of this Agreement and for which such tax revenues are received.

(*)

(b) On or before the _____ day of _____ of every year, beginning in the year 1969, the Municipality will furnish to the District the necessary information so that the District may timely pass its Levy and Appropriation Ordinances at a rate sufficiently high so that the unincorporated areas of the District will be paying their fair share of the Operation and Maintenance Revenue. (Fair share meaning tax revenue based upon a reasonable proportion between the assessed value of the property within the unincorporated area of the District, and the assessed value of the Municipality, but in any event not to exceed the statutory limit of the fire District. Territories in the District as of January 1st, regardless of subsequent annexation by any municipality during the balance of the calendar year, shall be deemed to be within the unincorporated areas of the District for the purpose of this Section.)

(A)

(c) On or before the _____ day of _____ of each year during the lifetime of this Agreement, the District shall advise the Municipality of the anticipated Operation and Maintenance Revenue,

together with the amount of assessed value
within the unincorporated boundaries of the
District.

- (d) In the event of disagreement between the District and the Municipality as to the adequacy and fairness of the Operation and Maintenance Revenue to be raised by the District, the parties hereto shall submit to that Judge of the Circuit Court of Du Page County who customarily presides in the County Division hearing municipal matters, and will accept as binding, the determination by such Judge as to the rates to be used by the said District in the Levy and Appropriation Ordinances contemplated to be based by the District, but not exceeding the statutory limitation of the Fire District.
- (e) Upon the receipt by the District of the tax funds, beginning with the funds for the year 1969 (collected in 1970), and every succeeding year thereafter during the lifetime of this Agreement, the District shall, within 30 days, remit the money so collected to the Municipality minus administrative costs of the District, which costs are more fully defined in paragraph (f) immediately following.
- (f) The administrative expenses to be retained by the District shall be those expenses necessary for its costs of legal notices and publications, attorneys' fees, insurance premiums, cost of tax collection, office supplies, and Directors' salaries. The Municipality shall provide a proper and suitable

place for meetings of the Board of Trustees of the District, including rental, utilities, etc. Such meeting facilities shall not be less than the equivalent of any other meeting place furnished by the Municipality for any of its other Boards or Commissions.

4. In the event that any unincorporated territory within the District is annexed to the Municipality from and after the date hereof, the District will not oppose the disconnection of such territory from the District by operation of law, provided, and the parties hereto hereby agree, that such territory shall automatically be added to the territory of the Municipality with the District boundaries as shown on "Exhibit A" the year following the year of such additional annexation.

5. It is agreed and understood by the parties hereto that the Fire Chief shall be appointed by the Village Manager of the Municipality, and that such Chief, as a Village Officer, must be a resident of the Municipality. However, as to future appointments of such Chief, the latter shall be allowed a reasonable time, and in any event not less than six months, in which to fulfill his residency requirement if such future appointment is made of a person then residing outside of the Municipality boundaries.

6. Collections and rebates from foreign insurance companies to which the District is entitled by virtue of state statute shall, within thirty days after their receipt by the District, be transmitted to the Municipality.

7. The parties hereto shall cause an Order to be entered in Case No. C-65-7065 now pending in the Circuit Court of DuPage County, in accordance with the substance of this Agreement.

8. The parties hereto shall, within thirty days after the execution of this Agreement, pass an Ordinance adopting and ratifying this Agreement, and this Agreement shall not be valid and effective until both of such ordinances are passed. Either party

hereto shall have the right of mandamus against the other party for failure to pass such ordinance.

9. It is agreed and understood that the District shall continue to levy and appropriate for any bonded indebtedness arising against the territory of the District which is now within the boundaries of the Municipality, inasmuch as this Agreement would not be effective in derogation of the rights of the bond holders of such indebtedness. That portion of the District's tax revenues attributable to such bonded indebtedness shall be paid to the Municipality towards the discharge of such obligation by the Municipality. The Municipality may, if it so desires and if allowed to do so pursuant to the terms of the said bonds, accelerate the time of payment and prepay such bonded indebtedness in any amount as it sees fit.

10. Within thirty days after the passage of the ordinances contemplated in Paragraph 6 hereinabove:

(a) The District shall convey all of its right, title and interest in any property, whether real or personal, and wheresoever situated within the District, to the Municipality except those items set forth ⁱⁿ Schedule "B" attached hereto, which items shall remain in the Glenbard Station as it now stands or as it may be relocated, such excepted property being only subject to disposition by the members of the Glenbard Company in accordance with their own provisions made at the time of the acquisition of such items of personal property.

(b) The District shall simultaneously with such transfer or conveyance supply the Municipality with the necessary information to allow the Municipality to assume the payment of the outstanding indebtedness of the District as such falls due and payable.

(c) The Municipality shall pay all outstanding Indebtedness of the District in accordance with the information so provided to it in subparagraph (b) immediately hereinabove, except that such Indebtedness for which the District has collected, or will collect tax revenue accruing to the District prior to the execution of this Agreement shall be paid by the District from such revenues, in accordance with the levy and/or appropriation ordinances previously passed and adopted by the District.

11. Finalization of optional agreements between the District and the Municipality in the consolidation of the departments contemplated herein shall be complete and effective on or before March 1st, 1969, pursuant to the agreement of the parties, and upon such finalization the District's personnel shall be absorbed into the Municipality's Fire Department under their current officer, regular fireman and probationary status as the case may be and shall attain full rights, privileges, obligations, responsibilities and compensation as is in effect and afforded all other firemen of comparable class or status of the Municipality's Fire Department. Firemen of any rank of the District's Department shall be accepted on the usual conditions pertaining to the acceptance of new members under the by-laws of the Municipality's Fire Department.

12. This Agreement shall terminate upon the legal dissolution of the District or the absorption of the territory of the District by the Village of Lombard and/or other municipalities, and shall be binding upon successor corporate authorities of the parties hereto, and may be enforced in law or equity by suit, mandamus, or other proceedings.

IN WITNESS WHEREOF, the respective corporate authorities have caused this instrument to be executed by their respective appropriate officers thereunder, and their respective corporate seals hereunto affixed, all on the day and year first above written.

Exhibit B

**First Amendment to Agreement
Dated: March 12, 1992
(attached)**

**AMENDMENT TO AGREEMENT BETWEEN
THE VILLAGE OF LOMBARD AND THE GLENBARD
FIRE PROTECTION DISTRICT**

WHEREAS, the Village of Lombard (hereinafter the "VILLAGE") and the Glenbard Fire Protection District (hereinafter the "DISTRICT") previously entered into an Agreement dated September 16, 1968 in regard to fire protection services (hereinafter the "AGREEMENT"); and

WHEREAS, the VILLAGE and DISTRICT have determined that amendments to said AGREEMENT are necessary so that the AGREEMENT accurately reflects the understandings of the parties relative to the relationship between, and actions to be taken by, the parties; and

WHEREAS, the VILLAGE and DISTRICT have determined that it is in their mutual best interests to so amend said AGREEMENT;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, it is hereby agreed by the parties that the AGREEMENT dated September 16, 1968, is hereby amended as follows:

1. That the sixth "Whereas" clause of said Agreement is amended to read in its entirety as follows:

"WHEREAS, the District is desirous of having the Municipality provide fire protection services to all portions of the District until such time as the District is legally dissolved and under no further obligation to provide any fire protection services; and,"

2. That Section 2 of said AGREEMENT is amended to read in its entirety as follows:

"2. That the Municipality shall provide fire protection services to all areas of the District."

3. That Sections 3(a), (b) and (c) of said AGREEMENT are amended to read in their entirety as follows:

"(a) The District will pay to the Municipality the Operation and Maintenance Revenue of the District during the lifetime of this Agreement and for which such tax revenues are received.

"(b) On or before the 1st day of October of every year, the Municipality will furnish to the District the necessary information so that the District may timely pass its Levy and Appropriation Ordinances at a rate sufficiently high so that the District will be paying its fair share of the Operation and Maintenance Revenue. (Fair share meaning tax revenue based upon a reasonable proportion between the assessed value of the property within the District, and the assessed value of the Municipality, but in any event not to exceed the statutory limit of the District. Territories in the District as of January 1st, regardless of subsequent annexation by any municipality and disconnection from the District during the balance of the calendar year, shall be deemed to be within the areas of the District for the purpose of this Section.)

"(c) On or before the 1st day of November of each year during the lifetime of this Agreement, the District shall advise the Municipality of the anticipated Operation and Maintenance Revenue, together with the amount of assessed value within the District.

4. That Section 12 of said AGREEMENT is amended to read in its entirety as follows:

"12. This Agreement shall terminate upon the legal dissolution of the District, or the annexation of all the territory of the District by the Village and/or by other municipalities in combination with a proper disconnection of said territory from the District, and shall be binding upon successor corporate authorities of the parties hereto, and may be enforced in law or equity by suit, mandamus or other proceedings."

5. That all other provisions of said September 16, 1968 AGREEMENT, not amended hereby, shall remain in full force and effect.

6. This Amendment to the September 16, 1968 AGREEMENT shall have an effective date of the latest date of approval set forth below.

IN WITNESS WHEREOF, the respective corporate authorities have caused this Amendment to be executed by their respective Presidents and Clerk/Secretary, and their respective corporate seals hereunto affixed, on the dates as set forth below.

VILLAGE OF LOMBARD

Dated: February 6, 1992

By: *Richard C. Arnold*
Richard C. Arnold
Village President

[SEAL]

Attest: *Lorraine G. Gerhardt*
Lorraine G. Gerhardt
Village Clerk

GLENBARD FIRE PROTECTION DISTRICT

Dated: March 12, 1992

By: *Frank F. Tlusty*
Frank F. Tlusty
District President

[SEAL]

Attest: *John A. Westa*
John A. Westa
District Secretary