

RESOLUTION NO. 2022 – 04

**A RESOLUTION AUTHORIZING THE YORK CENTER FIRE PROTECTION DISTRICT
TO ENTER INTO AN INTERGOVERNMENTAL FUEL SHARING AGREEMENT
WITH THE VILLAGE OF LOMBARD**

WHEREAS, the York Center Fire Protection District, DuPage County, Illinois (the “District”) is a fire protection district duly organized under the laws of the State of Illinois; and

WHEREAS, the District Board of Trustees (the “Board”) has power pursuant to Section 6 of the Fire Protection District Act (the “Act”, 70 ILCS 705/6) to pass all necessary 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 objects for which the District was formed; and

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

WHEREAS, the "Intergovernmental Cooperative Act" (5 ILCS 220/3) provides that any power or powers, privilege or authority exercised or which may be exercised by a public agency may be exercised, transferred, combined and enjoyed jointly with any other public agency; and

WHEREAS, the Village of Lombard (“Village”) owns and operates a fueling station and is willing to allow the District to utilize the fueling station for District vehicles on terms amenable to both parties; and

WHEREAS, the District Board desires to take advantage of the Village fueling station for convenience and cost savings to the District and its residents; and

WHEREAS, the Board desires to formally enter into an Intergovernmental Agreement with the Village for the purchase of fuel.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the York Center Fire Protection District, DuPage County, Illinois, as follows:

Section One: The recitals in the preambles to this Resolution are incorporated into this Section One as if fully set forth herein.

Section Two: The Intergovernmental Agreement between the York Center Fire Protection District and Village of Lombard, attached hereto and made a part hereof as **Exhibit A**, is hereby approved.

Section Three: The President and Secretary of the District's Board of Trustees and Fire Chief are hereby authorized to execute and deliver said Agreement and undertake any and all actions as may be required to implement its terms on behalf of the District.

Section Four: This Resolution shall be in full force and effect upon its passage and shall supersede any agreement, resolution, or motion in conflict with any part herein, and any such agreement, resolution, or motion or part thereof is hereby repealed.

ADOPTED this 7th day of September, 2022, by the following roll call vote:

AYES: 5


NAYS: 0

ABSENT 0



President, Board of Trustees
York Center Fire Protection District

ATTEST:



Secretary, Board of Trustees
York Center Fire Protection District

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE
OF LOMBARD AND THE YORK CENTER FIRE PROTECTION
DISTRICT FOR THE PURCHASE OF FUEL

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this 7th day of September, 2022, by and between the Village of Lombard, DuPage County, Illinois (hereinafter referred to as the "Village") and the York Center Fire Protection District, DuPage County, Illinois (hereinafter referred to as the "District"), pursuant to the Intergovernmental Cooperation provisions of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.).

RECITALS

WHEREAS, the Village owns and operates a fueling station for storing and dispensing gasoline for its municipal vehicles (hereinafter the "Fueling Station") which is located at 1051 S. Hammerschmidt Avenue, Lombard, Illinois 60148; and

WHEREAS, the Village is able to purchase fuel for the Village Fueling Station in bulk at wholesale spot market prices; and

WHEREAS, the District desires to recognize similar fuel cost savings by purchasing gasoline for its District vehicles from the Village utilizing the Village Fueling Station; and

WHEREAS, the Village and the District believe that allowing the District to purchase gasoline for its vehicles from the Village utilizing the Village Fueling Station, are in the best interests of the residents of the Village and the residents of the District; and

WHEREAS, the Village and the District are entering into this Agreement based upon the Intergovernmental Cooperation provisions of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), and such other applicable power and authority as may exist.

NOW, THEREFORE, for and in consideration of the promises and mutual understandings and agreements of the parties hereto, as hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by the Village of Lombard, DuPage County, Illinois, and the York Center Fire Protection District, DuPage County, Illinois, as follows:

- i) Drivers of unmarked District vehicles shall present identification at the Village Fueling Station if requested;
- j) The Village's sale of fuel shall be limited to fuel not necessary for the Village's operations and the Village does not guarantee that there will be sufficient fuel available for District purchase, but the Village shall attempt to maintain sufficient quantities of fuel based upon the District's purchase history; and
- k) District personnel shall abide by all rules, regulations, guidelines and notices issued by the Village or posted at the Village Fueling Station.

Section 3. Repairs and Maintenance.

The Village shall be responsible for all repair and maintenance of the Village Fueling Station and the equipment related thereto, provided however the District shall be responsible for any damage caused to the Village Fueling Station or any related equipment by any District personnel. The Village reserves the right to temporarily suspend the District's use of the Village Fueling Station due to improvements thereto.

Section 4. Warranty Disclaimer and Assumption of Risk.

All fuel dispensed to the District is purchased "as-is" and the Village makes no warranty, express, implied or otherwise, including, but not limited to any warranties of merchantability or fitness for a particular purpose. The District assumes all risk of injury, damage, and/or loss sustained by the District associated with the dispensing of fuel to District owned vehicles and any and all activities of its personnel at the Village's Fueling Station.

Section 5. Term of Agreement.

The Intergovernmental Agreement shall be in effect for an initial five (5) year term commencing on October 1, 2022 and ending on September 30, 2027, and shall be automatically renewed from year to year thereafter, unless the Village or the District elect to terminate the Agreement by providing sixty (60) day written notice to the other party, prior to the end of the then current term. In the event of such notice by the Village or the District, this Agreement shall end and all rights, privileges, and understandings created hereunder shall cease at the end of the then current term. In the event of termination, the Village shall be entitled to compensation for all fuel dispensed to the District prior to the effective date of termination, and District shall return all key fobs to the Village within seven (7) calendar days of the date of termination.

Section 6. Suspension; Early Termination.

If the Village determines that the District is in default under any of the provisions of this Agreement, whether due to failure or inability to perform or any other cause

written or oral, shall be of no force, effect or consequence.

Section 9. Amendment.

Any amendment to this Agreement must be in writing, signed by each of the parties, and adopted in the same manner as is required for adoption of this Agreement.

Section 10. Approval.

This Agreement shall not be effective unless each party shall approve this Agreement by ordinance or resolution after a lawful vote of its governing body.

Section 11. Indemnification.

The Village agrees to save, hold harmless, indemnify, and defend the District, its officials, officers and employees, from and against any and all claims and liability for all loss (including the quantity or quality of fuels received), damage, injury or death caused by or arising out of the performance of this Agreement or the failure to perform this Agreement except to the extent said loss, damage, injury or death is caused by the negligence of the District, its officials, officers or employees.

The District agrees to save, hold harmless, indemnify, and defend the Village, its officials, officers and employees, from and against any and all claims and liability for all loss (including the quantity or quality of fuels received), damage, injury or death caused by or arising out of the performance of this Agreement or the failure to perform this Agreement except to the extent said loss, damage, injury or death is caused by the negligence of the Village, its officials, officers or employees.

Further, the District agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided thereunder. The District agrees to indemnify and defend the Village and its officials, officers and employees, from and against all such loss, expense, damage or injury, including reasonable attorney fees, which the Village may sustain as a result of personal injury claims by District's employees, except to the extent those claims arise as a result of the Village's or its appointed and elected officials, officers, president and trustees, employees, attorneys, engineers and agents' own negligence.

Section 12. Insurance.

At all times while this Agreement remains in effect, the Village and District shall each procure adequate insurance and/or self-insurance to protect itself, its officers, employees and agents from any liability for bodily injury, death, and property damage

Section 18. No Waiver of Tort Immunities.

Nothing contained in this Agreement is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to either Party under the Illinois Local Governmental and Governmental Employees Tort Immunity Act with respect to claims by third parties.

Section 19. Attorneys' Fees.

In the event that the Village is forced to file suit to collect unpaid invoices due the Village from the District under this Agreement, the Village shall be entitled to recover from the District the Village's court costs, expert witness fees and reasonable attorneys' fees incurred in the course of its collection efforts.

WHEREFORE, the parties have executed this Agreement on the day and date first above written.

Village of Lombard

York Center Fire Protection District

By: 

Village President

By: 

Board President

ATTEST:

ATTEST:

By: 

Village Clerk

By: 

Secretary

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

SS

SECRETARY'S CERTIFICATE

I, **JIM WILLIAMS**, the duly qualified and acting Secretary of the Board of Trustees of the York Center Fire Protection District, DuPage County, Illinois, do hereby certify that attached hereto is a true and correct copy of a Resolution entitled:

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which Resolution was duly adopted by said Board of Trustees at a regular meeting held on the 7th day of September, 2022.

I do further certify that a quorum of said Board of Trustees was present at said meeting and that the Board complied with all requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this 7th day of September, 2022.



Secretary, Board of Trustees
York Center Fire Protection District