

**ORDINANCE NO. 2015-02**

**ORDINANCE APPROVING THE INTERGOVERNMENTAL  
AGREEMENT BETWEEN THE VILLAGE OF ADDISON AND  
THE ADDISON FIRE PROTECTION DISTRICT**

**WHEREAS**, the Addison Fire Protection District No. 1 (the "District"), DuPage County, Illinois, is a fire protection district duly incorporated under the laws of the State of Illinois, including the Illinois Fire Protection District Act (the "Act", 70 ILCS 705/0.01 et seq.); and

**WHEREAS**, the Board of Trustees of the District (the "Board") has full power pursuant to Section 6 of 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 for carrying into effect the objects for which the District was formed; and

**WHEREAS**, Article VII, Section 10 of the Constitution of 1970 and 5 ILCS 220/1 et seq. authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine, or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

**WHEREAS**, the Village of Addison (the "Village") and the Addison Fire Protection District (the "District") are public agencies as that term is defined in the Intergovernmental Cooperation Act {5 ILCS 220/1 et seq.); and

**WHEREAS**, the Fleet Services Division of the Village's Public Works Department

{"Fleet Services") maintains and services the Village's vehicle fleet; and

**WHEREAS**, the District has requested that Fleet Services provide certain standard maintenance services for certain of its vehicles; and

**WHEREAS**, the Village is willing to allow the use of Fleet Services by the District, subject to the terms and conditions hereinafter set forth in the Intergovernmental Agreement attached hereto as Exhibit 1 and made a part hereof; and

**WHEREAS**, the Board of Trustees believe and hereby declare that it is in the best interests of the Fire District and its residents to approve said Intergovernmental Agreement;

**NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF ADDISON FIRE PROTECTION DISTRICT NO. 1, DUPAGE COUNTY, ILLINOIS AS FOLLOWS:**

SECTION ONE: The foregoing recitals are hereby incorporated in this Section One as if said recitals were fully set forth herein.

SECTION TWO: The Intergovernmental Agreement attached hereto as Exhibit 1 shall be and is hereby approved, and the Board of Trustees shall be and are hereby authorized and directed to execute and attest said agreement in substantially the form attached hereto.

SECTION THREE: This ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED this 4th day of March, 2015, by a roll call vote as follows:

AYES: 3

NAYS: Ø

ABSENT: Ø



ATTEST

A handwritten signature in cursive script, reading "Michael J. Super", written over a horizontal line.

President, Board of Trustees  
Addison Fire Protection District No. 1

A handwritten signature in cursive script, reading "Chae Seung-jun", written over a horizontal line.

Secretary, Board of Trustees  
Addison Fire Protection District No. 1

STATE OF ILLINOIS       )  
                                  ) SS  
COUNTY OF DUPAGE     )

**SECRETARY'S CERTIFICATE**

I, CHARLES BAXA, JR, the duly qualified and acting Secretary of the Board of Trustees of Addison Fire Protection District No. 1, DuPage County, Illinois, do hereby certify that attached hereto is a true and correct copy of an Ordinance entitled:

**ORDINANCE NO. 2015-02**

**ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF ADDISON AND  
THE ADDISON FIRE PROTECTION DISTRICT**

which Ordinance was duly adopted by said Board of Trustees at a meeting held on the 4th day of March, 2015.

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

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of March, 2015.

  
\_\_\_\_\_  
Secretary, Board of Trustees  
Addison Fire Protection District No. 1

JLL

RESOLUTION NO. *R-15-18*

**RESOLUTION APPROVING INTERGOVERNMENTAL BETWEEN THE  
VILLAGE OF ADDISON AND THE ADDISON FIRE PROTECTION DISTRICT**

WHEREAS, Article VII, Section 10 of the Constitution of 1970 and 5 ILCS 220/1 *et seq.* authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine, or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, the Village of Addison (the "Village") and the Addison Fire Protection District (the "District") are public agencies as that term is defined in the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, the Fleet Services Division of the Village's Public Works Department ("Fleet Services") maintains and services the Village's vehicle fleet; and

WHEREAS, the District has requested that Fleet Services provide certain standard maintenance services for certain of its vehicles; and

WHEREAS, the Village is willing to allow the use of Fleet Services by the District, subject to the terms and conditions hereinafter set forth in the Intergovernmental Agreement attached hereto as Exhibit 1 and made a part hereof; and

WHEREAS, the Mayor and Board of Trustees believe and hereby declare that it is in the best interests of the Village and its residents to approve said Intergovernmental Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF ADDISON, DU PAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: The foregoing recitals are hereby incorporated in this Section One as if said recitals were fully set forth herein.

SECTION TWO: The Intergovernmental Agreement attached hereto as Exhibit 1 shall be and is hereby approved, and the Mayor and Village Clerk shall be and are hereby authorized and directed to execute and attest said agreement in substantially the form attached hereto.

SECTION THREE: This resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS 20<sup>th</sup> day of April, 2015.

AYES: Trustees Hundley, Klueg, Leary, Lynch, McDermott & Theodore

NAYS: None

ABSENT: None

APPROVED THIS 20<sup>th</sup> day of April, 2015.

ATTEST:

Lucille A. Zucchero  
Village Clerk

Robert J. Santoro  
Mayor

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE  
OF ADDISON AND THE ADDISON FIRE PROTECTION DISTRICT**

This Intergovernmental Agreement (the "Agreement") is made and entered into this 20<sup>th</sup> day of April, 2015 (the "Execution Date") by and between the Village of Addison, DuPage County, Illinois (hereinafter referred to as the "Village") and the Addison Fire Protection District, DuPage County, Illinois (hereinafter referred to as the "District").

**WITNESSETH:**

WHEREAS, Article VII, Section 10 of the Constitution of 1970 and 5 ILCS 220/1 *et seq.* authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine, or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, the Village and the District are public agencies as that term is defined in the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, the Fleet Services Division of the Village's Public Works Department ("Fleet Services") maintains and services the Village's vehicle fleet; and

WHEREAS, the District has requested that Fleet Services provide certain standard maintenance services for certain of its vehicles; and

WHEREAS, the Village is willing to allow the use of Fleet Services by the District, subject to the terms and conditions hereinafter set forth in this Agreement;

NOW, THEREFORE, in consideration of the promises and the other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the District and the Village, it is agreed by and between the parties hereto as follows:

1. The recitals hereinabove set forth are hereby incorporated as findings of fact in this Paragraph 1 as if said recitals were fully set forth herein.

2 From the date of this Agreement, the District may request appointments with Fleet Services to provide maintenance for the types of District vehicles identified on Exhibit 1 attached hereto and made a part hereof (the "District's Eligible Vehicles").

3 Fleet Services shall only provide the maintenance services identified on Exhibit 2, attached hereto and made a part hereof, for the District's Eligible Vehicles. Notwithstanding anything to the contrary in this Agreement, Fleet Services shall not be liable or responsible for any other inspection or maintenance services under any circumstances.

4 If, during the course of maintenance services for the District's Eligible Vehicles, Fleet Services should discover a safety issue (e.g., defective brakes), then Fleet Services shall use its best efforts to notify the District employee who is operating the vehicle of the nature of the safety issue. If the District refuses repair of the safety issue and takes possession of the vehicle without any repair to the safety issues, Fleet Services shall have no further obligations or legal responsibility whatsoever. In addition, the District Fire Chief or Deputy Fire Chief shall sign an appropriate Fleet Services document (a) acknowledging receipt of notice of the safety issue; (b) that the District is refusing repair of safety issue; and (c) further acknowledges that the District releases and holds the Village and Fleet Services harmless from any claim, lawsuits, liabilities, judgments or damages arising from, or related to, the safety issue which the District elected not to remedy, remediate or repair. The form of said release and hold harmless agreement with respect to safety issue notice is set forth in Exhibit 3, attached hereto and made a part hereof. The District hereby expressly authorizes and directs its Fire Chief or



Deputy Fire Chief to execute said release and hold harmless agreement(s) on behalf of the District.

5 The Village shall charge the District for Fleet Services maintenance work in accordance with the prices set forth in Exhibit 2. However, the Village reserves the right to increase said prices upon 30 days prior written notice to the District, which notice shall be provided by first class United States mail to the District.

6 Except as hereinafter provided, the initial term of this Agreement shall be one year and shall thereafter automatically renew for successive one year periods. Notwithstanding the foregoing, this Agreement may be terminated at any time by either party, in that party's sole discretion, upon not less than 30 days advance written notice from the terminating party to the other party by certified mail, return receipt requested, postage prepaid, and addressed to the non-terminating party at its address as it appears hereafter.

7. As provided by Illinois law, the District hereby promises and covenants to forever keep harmless, indemnify, and defend, at its sole cost and expense, the Village, its officers, employees, volunteers and agents (collectively the "Indemnitees") from and against any and all claims, damages, loss, costs, expense, suits, actions, liabilities and expense (including reasonable attorneys' and paralegals' fees) for personal injury, property damage or death by whomsoever sustained, arising out of or in connection with the work performed by Fleet Services pursuant to this Agreement unless said work has been performed in a willfully reckless or wanton manner by Fleet Services.

IN WITNESS WHEREOF, the parties have executed this Agreement to be executed as of

the date first above written.

ATTEST:

Julie A. Zucchero  
Village Clerk

Date: 4/20/2015

VILLAGE OF ADDISON

By: Richard DeRubeis  
Mayor

Date: 4/20/2015

Tax ID# \_\_\_\_\_

ATTEST:

Chad Seng  
SECRETARY

Date: 3/4/15

ADDISON FIRE PROTECTION DISTRICT

By: Michael J. Super

Title: PRESIDENT

Date: 3/4/15

JM175130\REV1/23/15

## EXHIBIT 1

## EXHIBIT 2

Pricing is set forth as follows:

- A) Labor: \$85.00 per hour of labor at straight time.
- B) Overtime rate (time and one half) is \$127.50 per hour for Emergency Callout (overtime rate). Use of overtime will be agreed prior to use.
- C) Rates during Premium Times (Holidays paying double time) will be \$170.00 per hour and agreed upon prior to use.
- D) Parts and materials will be billed in accordance to the direct and actual cost to the Village.
- E) All other misc. costs will be billed in accordance to the direct and actual cost to the Village.

# EXHIBIT 3

## INSPECTION ISSUE RELEASE AND HOLD HARMLESS AGREEMENT

Pursuant to a certain Intergovernmental Agreement (the "Agreement") made and entered into on April 20, 2015 by and between the Village of Addison, DuPage County, Illinois (the "Village") and the Addison Fire Protection District (the "District"), the undersigned, as an employee of the District, hereby acknowledges that the Village's Fleet Services Division has provided notice of a safety-related issue with respect to the following District vehicle:

(1) MAKE MODEL LICENSE PLATE

(2) TYPE OF SAFETY-RELATED ISSUE:

In accordance with the terms of the Agreement, the undersigned hereby acknowledges on behalf of the District that notice of the safety-related issue has been provided by the Village's Fleet Services Division, that it is the District's sole and exclusive responsibility to address the safety-related issue and that the Village shall be released and held harmless from any injuries to persons or property with respect to said safety-related issue in accordance with the terms of the Agreement.

Acknowledged: \_\_\_\_\_

Received: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**PREVENTION MAINTENANCE CHECKLIST FOR TRUCKS**  
**Systematic sequence for inspection – GASOLINE AND DIESEL**

Date: \_\_\_\_\_

Truck # \_\_\_\_\_

(Check when done) **UNDER THE HOOD**

- \_\_\_ 1. Fuel, oil, and exhaust leaks-Inspect
- \_\_\_ 2. Oil & Fuel lines-Examine for chafing and kinks
- \_\_\_ 3. Automatic transmission-Inspect oil level
- \_\_\_ 4. Radiator core, water pump, cylinder head, block, heater, hoses and connections. Inspect for leaks.
- \_\_\_ 5. Power steering pump reservoir-Check fluid level, inspect for leaks, add if required.
- \_\_\_ 6. Inspect all belts, condition & adjustment
- \_\_\_ 7. Electrical connections and mounting bolts of starter, alternator-Tighten.
- \_\_\_ 8. Alternator, generator and regulator-Test and adjust with voltmeter
- \_\_\_ 9. Steering gear housing-Inspect lubricant level.
- \_\_\_ 10. Steering gear housing bolts-Tighten
- \_\_\_ 11. Clutch and/or brake master cylinder-Inspect fluid level-add?
- \_\_\_ 12. Battery-Remove cables, clean terminals, reinstall cables, coat with petroleum jelly
- \_\_\_ 13. Battery-Test
- \_\_\_ 14. Battery-Examine level of each cell, add distilled water if required.
- \_\_\_ 15. Radiator-Inspect coolant level and add water or antifreeze solution if required.
- \_\_\_ 16. Radiator coolant-Inspect for signs of oil or combustion leakage.
- \_\_\_ 17. Cooling system-Pressure test.
- \_\_\_ 18. Engine oil-Inspect level. Change if at change period or add.
- \_\_\_ 19. Air cleaner-Clean or Replace
- \_\_\_ 20. Air compressor-Adjust, cut in \_\_\_ psi; cut out \_\_\_ psi; tighten mounting.

**WALK-AROUND**

- \_\_\_ 1. Front sheet metal, paint and bumper-Inspect for appearance/accident.
- \_\_\_ 2. Front lights and directional signals-Inspect.
- \_\_\_ 3. Left front tire-Inspect for cuts or unusual wear, torque wheel nuts.
- \_\_\_ 4. Left-hand side of cab-Inspect for appearance and condition.
- \_\_\_ 5. Left-side door hinges and latch-Lubricate, adjust if necessary. Window regulators and vents-Test operation.
- \_\_\_ 6. Fuel tank mountings-Tighten if required.
- \_\_\_ 7. Battery-Examine box cover clamps; inspect level of each cell.
- \_\_\_ 8. Left-side of body and frame-Inspect for appearance and condition.
- \_\_\_ 9. Left-rear tires-Examine for cuts or signs of unusual wear. Torque wheel and axle flange nuts.
- \_\_\_ 10. Rear of vehicle-Inspect for appearance and condition.
- \_\_\_ 11. Cab sheet metal-Inspect for appearance and condition.
- \_\_\_ 12. Right rear tires-Examine for cuts or signs of unusual wear. Torque wheel and axle flange nuts.
- \_\_\_ 13. Right side of body and frame-Inspect for appearance and condition.
- \_\_\_ 14. Right side door hinges and latch-Lubricate, adjust if necessary. Window regulators and vents-test operation.
- \_\_\_ 15. Right front tire-Examine for cuts or unusual wear. Torque wheel nuts.
- \_\_\_ 16. Front ball joints-Inspect on both wheels for excessive looseness.
- \_\_\_ 17. Front kingpins and bearings-Inspect on both wheels for looseness.
- \_\_\_ 18. Front brake linings, anchors, locks, wheel cylinders and drums-Inspect, clean and lubricate actuating components.
- \_\_\_ 19. Front wheel bearings-Check for leaks and looseness.
- \_\_\_ 20. Rear brake linings, anchors, locks, wheel cylinders and drums-Inspect, adjust as required.

## UNDER VEHICLE

- \_\_\_ 1. Chassis-Lubricate according to correct lubricating chart.
- \_\_\_ 2. Front tires-Examine for cuts or unusual wear.
- \_\_\_ 3. Front springs-Inspect for shackle looseness and wear. Inspect leaves for breakage and misalignment.
- \_\_\_ 4. Pitman and steering arms, drag link and tie rod-Inspect.
- \_\_\_ 5. Power steering cylinder-Inspect for leaks.
- \_\_\_ 6. Propeller shaft-Inspect, including all brackets, flanges, hangers and center bearings.
- \_\_\_ 7. Rear springs-Inspect for loose or worn shackles, broken or misaligned leaves.
- \_\_\_ 8. Engine oil-Replace oil, filter element and gasket at change period.
- \_\_\_ 9. Engine pan gasket, front and rear crankshaft seals-Inspect.
- \_\_\_ 10. Engine mounts-Inspect for deterioration or looseness.
- \_\_\_ 11. Front U-bolts-Tighten to specifications.
- \_\_\_ 12. Transmission-Inspect for leaks. Inspect the lubricant level. Add?
- \_\_\_ 13. Automatic transmission cooler lines-Inspect for leakage.
- \_\_\_ 14. Automatic transmission linkage-Adjust.
- \_\_\_ 15. Transmission support and strut rod-Adjust required.
- \_\_\_ 16. Driveline-type parking brake-Inspect lining condition and adjust.
- \_\_\_ 17. Auxiliary or transfer case-Inspect for leaks. See that breathers are not restricted. Tighten rear bearing retainer bolts
- \_\_\_ 18. Transmission; auxiliary or transfer case linkage pivot points-Lubricate.
- \_\_\_ 19. Center bearing, brackets, U-joints and flanges-Tighten as required.
- \_\_\_ 20. Rear axle-Inspect lubricant level, add if required. Clean breather.
- \_\_\_ 21. Rear axle differential housing-Inspect for lubricant leakage and pinion bearings for looseness. See that axle breather is free of dirt.
- \_\_\_ 22. Rear tires-Examine for cuts and unusual wear.
- \_\_\_ 23. Rear axle carrier housing and pinion cage bolts-Tighten.
- \_\_\_ 24. Rear U-bolts-Tighten to specifications.
- \_\_\_ 25. Air brake valve clevis pin-Lubricate.
- \_\_\_ 26. Brake hoses, lines, valves, chambers, etc.-Inspect for leaks. Examine cross shaft, cables, linkage for abnormal wear
- \_\_\_ 27. Air tanks-Drain.
- \_\_\_ 28. Frames and crossmembers-Examine.
- \_\_\_ 29. Exhaust pipe, muffler, tailpipe and hanger brackets-Inspect.
- \_\_\_ 30. Cab hold-down-bolt insulators-Inspect, tighten bolts if required.
- \_\_\_ 31. Body mounts-Tighten if required.

## CAB/DRIVER ITEMS

- \_\_\_ 1. Cab interior-Inspect for appearance and condition.
- \_\_\_ 2. Seat adjustment-Operate. Inspect seat cushions.
- \_\_\_ 3. Window regulators and wing vents-Operate.
- \_\_\_ 4. Mirrors-Inspect for cracks, discoloration and tightness
- \_\_\_ 5. All lights, horn, tell-tale lights and dash instruments-Test.
- \_\_\_ 6. Wipers-Inspect for correct operation and wear. Adjust, repair or replace as necessary.
- \_\_\_ 7. Washers-Operate.
- \_\_\_ 8. Radio; heater and directional signals-Operate.
- \_\_\_ 9. Steering wheel-Inspect steering gear play.
- \_\_\_ 10. Service brake pedal-Test for action and adequate reserve.
- \_\_\_ 11. Parking brake-Test for action and adequate reserve.
- \_\_\_ 12. Transmission lever-Shift through all gear positions.
- \_\_\_ 13. Fire extinguisher-Inspect for leakage and secure mounting.

## AFD 019 - Vehicle List

1/9/2015

Vehicle #	Year, Make, Model	Vin #	Assignment	Notes
AFD006	1993 Ford Van	1FBJS31M52HB23302		Diesel
AFD012	1996 E-ONE Engine	4ENBAAA86T1005766		Diesel
<del>AFD015</del>	<del>1999 Ford Pick Up</del>	<del>1FTNF21F5XEB40559</del>		<del>Diesel</del>
AFD019	2001 E-ONE Engine	4ENGAAA8011004003		Diesel
AFD020	2003 Ford SUV	1FMFU16L83LA78949		Gas
AFD022	2004 Int'l Ambulance	1HTMNAAM44H668291		Diesel
AFD023	2004 Ford SUV	1FMFU16L84LA30272		Gas
AFD024	2006 Int'l Ambulance	1HTMNAAM46H319237		Diesel
AFD025	2006 E-ONE Engine	4S7AT2F996C055727		Diesel
AFD026	2006 Ford SUV	1FMC003ZX8KB33291		Gas
AFD027	2008 Int'l Ambulance	1HTMNAAM48H566799		Diesel
AFD028	2009 Ford Expedition	1FMJU1G51AEA47666		Gas
AFD029	2010 Ford Ambulance	3FRNF66D38V080207		Diesel
AFD030	2011 Ford Expedition	1FMJU1G53BEF02843		Gas
AFD031	2011 Ford Expedition	1FMJU1G50BEF46704		Gas
AFD032	2011 Ford Pick Up	1FT8W3DT6BEC8661		Diesel
AFD033	2012 Pierce Arrowxt	4PIEA01D6CA013014		Diesel
AFD034	2014 Ford Expedition	1FMJU1G52EEF26815		Gas
AFD035	2014 Pierce Quint	4P1CA01D3EA014494		Diesel
AFD036	2014 Pierce Quint	4P1CA01D5EA014495		Diesel
AFD037	2014 Ford Pick Up	1FT7X2B69FEC03231		Gas
AFD038	2015 Ford Horton			
AFD039	2015 Ford Horton			
1900	MASTER KEY			
1999	GAS CAN KEY			

Exhibit 1