

RESOLUTION NO. 2015-04

**RESOLUTION APPROVING INTERGOVERNMENTAL BETWEEN
THE VILLAGE OF ADDISON AND THE ADDISON FIRE PROTECTION
DISTRICT #1 (INFORMATION SHARING)**

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

WHEREAS, the Board of Trustees of the District ("the Board") has full power to pass all necessary ordinances and rules and regulations for the proper management and conduct of the business of the Board of Trustees and for carrying into effect the objects for which the District was formed pursuant to Section 6 of the Fire Protection District Act (70 ILCS 705/6); and

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

WHEREAS, the Board has determined that it is in the best interest of the District and its employees to adopt and approve said Intergovernmental Agreement;

NOW, THEREFORE, Be It Resolved by the Board of Trustees of the 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: Board of Trustees hereby approves and adopts the Intergovernmental Agreement, which is attached hereto as Exhibit 1, and made a part hereof.

Section Three: This Intergovernmental Agreement is effective upon the adoption and execution of this Resolution to the extent permitted by law.


Section Four: If any section, paragraph or provision of this Resolution or shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect

any of the remaining provisions of this Resolution.

ADOPTED this 5th day of August, 2015, by a roll call vote as follows:

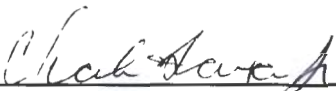
AYES: 3
NAYS: 0
ABSENT: 0





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

ATTEST:



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

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

SS

SECRETARY'S CERTIFICATE

I, CHARLES BAXA, JR, the duly qualified and acting Secretary of the Board of Trustees of the Addison Fire Protection District No. 1, 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 meeting held on the 5th day of August, 2015.

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

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of August, 2015.





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

INTERGOVERNMENTAL AGREEMENT RE INFORMATION SHARING

THIS AGREEMENT made and entered into this ____ day of _____, 2015, by and between the **VILLAGE OF ADDISON**, DuPage County, Illinois (hereinafter referred to as the "Village"), and the **ADDISON FIRE PROTECTION DISTRICT** (hereinafter referred to as the "FPD").

WITNESSETH:

WHEREAS, Article VII, Section 10 of the Illinois 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 FPD are public agencies as that term is defined in the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, the FPD has requested that the Village provide certain information with respect to motor vehicle accidents to the FPD for billing purposes; and

WHEREAS, the Village is willing to provide the requested information subject to certain conditions and restrictions as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the Village and the FPD, 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. To the extent that the Village prepares a motor vehicle accident report, to which the FPD had sent responding units, the Village shall provide the FPD with the following information (“accident information”) from the report:

- (a) the names and addresses of the motorists or passengers involved in the accident;
- (b) the phone numbers of the motorists or passengers involved in the accident; and
- (c) insurance information, if any, for the motorists or passengers involved in the accident.

3. The FPD shall keep all of the aforesaid accident information secure and confidential to the extent, and in the manner, required by law.

4. The Village expressly disclaims any liability or responsibility with respect to the accuracy or veracity of the aforesaid accident information. The FPD expressly releases the Village from any and all claims, liability or responsibility with respect to the accuracy or veracity of such information.

5. The Village shall provide accident information to the FPD within _____ days of the FPD’s request therefor.

6. The FPD promises and covenants to forever keep harmless, indemnify, and defend, at its sole costs and expense, the Village, its officers, employees, volunteers and agents from and against any and all claims, damages, loss, costs, expense, suits, actions, liabilities and expense (including reasonable attorneys’ and paralegals’ fees), arising out of or in connection with the provisions of the accident information by the Village pursuant to this Agreement or the use of such information by the FPD.

7. This Agreement is terminable at will by either party and 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. Provided, however, the release and hold harmless covenants agreed to by the FPD shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

ATTEST:

Village Clerk

Date: _____

VILLAGE OF ADDISON

By: _____
Mayor

Date: _____

ATTEST:

Chas. Aceto Jr.

Date: 8-5-15

ADDISON FIRE PROTECTION DISTRICT

By: *Michael J. Super*

Title: PRESIDENT

Date: 8-5-15

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