	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item Number: 5b
	Title:	Recommendation to approve a Resolution Approving an Intergovernmental Agreement with the Cortland Community Fire Protection District	
	Presenter:	Scott Swanson, Fire Chief	
Meeting: Government Operations Committee Date: August 3, 2020			
Proposed Cost: \$ 0		Budgeted Amount: \$ 0	Not Budgeted: <input type="checkbox"/>
Executive Summary (<i>if not budgeted please explain</i>): <p>Staff is seeking approval to sell a 2006 Seagrave 3000 Gallon Tender Fire Apparatus to the Cortland Community Fire Protection District.</p> <p>The fire apparatus is no longer essential to St. Charles Fire Department operations. Following discussion with other fire departments, review of fire apparatus sales sites, and inquiry to apparatus sellers, it is the recommendation of City staff that selling the fire apparatus is in the best interest of the City of St. Charles. The IGA will return significant value, \$175,000, back to the City of St. Charles and benefit the Cortland Community Fire Protection District through continued service life in protection of their community.</p>			
Attachments (<i>please list</i>): <ul style="list-style-type: none"> • Resolution Authorizing the Mayor and City Clerk of the City of St. Charles to Execute a Certain Intergovernmental Agreement – Sale of Vehicle to Intergovernmental Agreement Between the City of St. Charles and the Cortland Community Fire Protection District. • Intergovernmental Agreement Between the City of St. Charles and the Cortland Community Fire Protection District. 			
Recommendation/Suggested Action (<i>briefly explain</i>): Recommend approval of a Resolution Authorizing the Execution of an Intergovernmental Agreement Between the City of St. Charles and the Cortland Community Fire Protection District.			

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ 2020, by and between the CITY OF ST. CHARLES ("St. Charles") and the CORTLAND COMMUNITY FIRE PROTECTION DISTRICT ("Cortland"), each known individually as a "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, under said Constitutional provision, participating units of local government may use their credit, revenues, and other resources to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, as amended (5 ILCS 220/1, *et seq.*) authorizes units of local government to exercise, combine, transfer, and enjoy jointly any power or powers, privileges, functions, or authority exercised or which may be exercised by any one of them, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, the Parties are units of local government and St. Charles is a home rule unit of government; and

WHEREAS, the corporate authorities of Cortland have determined that it is necessary to acquire a fire apparatus for its corporate purposes; and

WHEREAS, St. Charles currently owns a 2006 Seagrave Fire Apparatus, more specifically described on Exhibit "A" attached hereto and made a part of (the "Vehicle"), that is deemed surplus, is no longer necessary or useful to St. Charles, and its corporate authorities have determined that

the best interests of St. Charles will be served by its sale; and

WHEREAS, the Parties desire to provide for the sale of the Vehicle to Cortland upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

Section 1. Incorporation of Preambles. The preambles set forth hereinabove are incorporated herein as substantive provisions of this Agreement as if fully set out in this Section 1.

Section 2. Sale of Vehicle. St. Charles agrees to sell the Vehicle to Cortland at the total purchase price of \$175,000. The full amount shall be paid to St. Charles in cash at the time of conveyance and pick-up by Cortland.

Section 3. Bill of Sale; As-Is Transaction. St. Charles shall execute a Bill of Sale substantially in the form attached hereto and incorporated herein as Exhibit "B," and any transfer of title documents as may be necessary. St. Charles warrants that it has good title to the Vehicle, but otherwise the Vehicle shall be sold in 'As Is,' 'Where Is' condition, and St. Charles makes no representations or warranties, express or implied, about its condition or fitness for intended use, the same being expressly disclaimed by the Parties.

Section 4. Mutual Assistance. The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in taking such actions as are necessary to transfer title of the Vehicle to Cortland.

Section 5. Notices. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

A. St. Charles at:

City of St. Charles
2 East Main Street
St. Charles, Illinois 60574
Attention: Mark Koenen, City Administrator

B. Cortland at:

Cortland Community Fire Protection District
30 W North Avenue
Cortland, Illinois 60112
Attention: Mark Yaeger, President

C. To such other person or place which either Party hereto, by its prior written notice, shall designate for notice to it from the other Party hereto.

Section 6. No Third Party Rights. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the Parties hereto and their respective permitted successors and assigns, nor is anything in this Agreement intended to incur or discharge the obligation or liability of any third person to any Party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any Party to this Agreement.

Section 7. Integration; Amendment. This Agreement represents the entire understanding between the Parties and may be modified only by a written document signed by both Parties.

Section 8. Breach and Remedies. Upon the breach of this Agreement, any of the Parties hereto may, exclusively in the Circuit Court of the Sixteenth Judicial Circuit, Kane County, Illinois, by action or proceeding at law or in equity, secure the specific performance of the covenants and agreements herein contained, recover damages for the failure of performance, or seek such other relief available by law. In the event any Party shall institute legal action because of breach of any agreement or obligation contained in this Agreement on the part of any Party to be kept or performed, the prevailing Party shall be entitled to recover all damages (except consequential

damages), costs and expenses, including reasonable attorneys' fees and expenses incurred therefore.

The rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise of it, at the same time or different times, of any rights or remedies for the same default or for any other default by the other Party, as provided herein.

Failure or delay by any Party to perform any term or provision of this Agreement shall constitute a default under this Agreement. The Party claiming such default shall give written notice of the alleged default to the Party alleged to be in default, specifying the default(s) complained of by the injured Party. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

The Party alleged to be in default shall, within thirty (30) days of receipt of the notice of default, cure, correct or remedy such alleged event of default. The injured Party may not institute proceedings against the Party in default until the end of the cure period. If such default is cured within such cure period, the default shall be deemed cured.

Section 9. Governing Law. This Agreement and the application of the terms contained herein shall be governed by the laws of the State of Illinois.

Section 10. Non-Waiver. Any failure or delay by any Party in instituting or prosecuting any actions or proceedings or in otherwise exercising its rights hereunder shall not operate as a waiver of any such rights or to deprive it of or limit such rights in any way. No waiver in fact made by a Party with respect to any specific default by the other Party shall be considered or treated as a waiver of the rights of the waiving Party with respect to any other defaults by the defaulting Party or with respect to the particular default except to the extent specifically waived in writing.

Section 11. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

Section 12. Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Agreement shall be held to be invalid or prohibited hereunder, such provision shall be ineffective to the extent of the prohibition or invalidation, but shall not invalidate the remainder of such provision or the remaining provisions of this Agreement.

Section 13. Counterparts. This Agreement may be executed in multiple, identical counterparts and all said counterparts shall, taken together, constitute this integrated Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first above written.

CITY OF ST. CHARLES

By: _____
Mayor, Raymond P. Rogina

ATTEST:

Charles Amenta, City Clerk

CORTLAND COMMUNITY FIRE
PROTECTION DISTRICT

By: _____
President Mark Yaeger

ATTEST:

Mark Hedrick

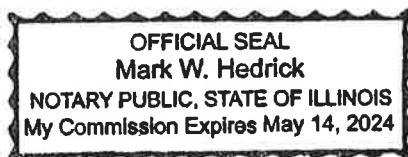


EXHIBIT "A"

DESCRIPTION OF VEHICLE

2006 Seagrave 3000 Gallon Tender Fire Apparatus

Model: TE70KK

Chassis: 78D48

VIN #: 1F9ES38TX6CST2101

EXHIBIT "B"

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that the City of St. Charles, Kane and DuPage Counties, Illinois, in consideration of One Hundred and Seventy-Five Thousand and no/100ths Dollars (\$175,000.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby sell, transfer and convey unto the Cortland Community Fire Protection District, DeKalb County, Illinois any and all interest it has in the following described personal property, namely:

2006 Seagrave 3000 Gallon Tender Fire Apparatus
Model: TE70KK
Chassis: 78D48
VIN #: 1F9ES38TX6CST2101

DATED this, ____ day of _____, 2020
City of St. Charles, Kane and DuPage Counties, Illinois

By: _____
Mayor, Raymond P. Rogina

ATTEST:

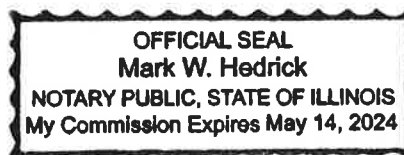
Charles Amenta, City Clerk

The Cortland Community Fire Protection District does hereby acknowledge receipt of this Bill of Sale and understands there is no guarantee or warranty, expressed or implied, with respect to the above-described vehicle, it being understood that the vehicle is sold in "as is" condition.

By: _____
President Mark Yaeger

ATTEST:

Mark Hedrick



DATED this, 23rd day of July, 2020
Cortland Community Fire Protection District, DeKalb County, Illinois