

VILLAGE OF BRADLEY

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RESOLUTION NO. R-9-21-11

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE VILLAGE OF BRADLEY FIRE DEPARTMENT AND THE BOURBONNAIS FIRE  
PROTECTION DISTRICT.

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ADOPTED BY THE  
BOARD OF TRUSTEES OF THE  
VILLAGE OF BRADLEY

THIS 27 DAY OF Sept, 2021

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Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley,  
Kankakee County, Illinois this 27 day of Sept, 2021

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BETWEEN THE VILLAGE OF BRADLEY FIRE DEPARTMENT AND THE  
BOURBONNAIS FIRE PROTECTION DISTRICT.**

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**WHEREAS**, the Corporate Authorities of the Village of Bradley, Kankakee County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

**WHEREAS**, pursuant to Section 2-3-8 of the Illinois Municipal Code (65 ILCS 5/2-3-8) the Corporate Authorities of the Village are authorized to enter into contracts on behalf of the Village, as well as to acquire and hold real property for corporate purposes; and

**WHEREAS**, Section 10 of Article VII of the Constitution of the State of Illinois and the provisions of the Intergovernmental Cooperation Act (5 ILCS 220/1, *et. seq.*) empower each of the Village of Bradley Fire Department and the Bourbonnais Fire Protection District to obtain or share services and to exercise, combine, or transfer any power or function not prohibited by any law or ordinance; and

**WHEREAS**, the Village of Bradley Fire Department and the Bourbonnais Fire Protection District (the "Parties") find it necessary to borrow vehicles and other assets from one another during times of particular shortages in their respective equipment rosters; and

**WHEREAS**, the Parties desire to enter into an Intergovernmental Agreement, attached hereto as Exhibit A and fully incorporate herein (the "Agreement"), which sets forth the rights, obligations and responsibilities with regard to each situation where one party may need to borrow equipment from the other party; and

**WHEREAS**, the Corporate Authorities have determined that entering into the Agreement is in the best interests of the Village and its citizens.

**NOW THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:**

**SECTION 1.** The Corporate Authorities hereby find that all of the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

**SECTION 2.** The Corporate Authorities of the Village hereby find that the terms and provisions of the Agreement (Exhibit A) are fair, reasonable, and acceptable to the Village and declare that said agreement is approved in form and substance. Therefore, the Corporate Authorities of the Village authorize and direct the Village President to execute, and the Village Clerk to attest, the Agreement, by and between the Village of Bradley Fire Department and the Bourbonnais Fire Protection District.

**SECTION 3.** In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

**SECTION 4.** All ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.

**SECTION 5.** The Village Clerk is hereby directed to publish this Resolution in pamphlet form.

**SECTION 6.** This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

**PASSED** by the Board of Trustees on a roll call vote on the 27 day of Sept., 2021.

**TRUSTEES:**

RYAN LEBRAN	Aye - <u>X</u>	Nay - <u>    </u>	Absent - <u>    </u>
BRIAN BILLINGSLEY	Aye - <u>X</u>	Nay - <u>    </u>	Absent - <u>    </u>
DARREN WESTPHAL	Aye - <u>X</u>	Nay - <u>    </u>	Absent - <u>    </u>
BRIAN TIERI	Aye - <u>X</u>	Nay - <u>    </u>	Absent - <u>    </u>
GRANT D. VANDENHOUT	Aye - <u>X</u>	Nay - <u>    </u>	Absent - <u>    </u>
GENE JORDAN	Aye - <u>X</u>	Nay - <u>    </u>	Absent - <u>    </u>

**VILLAGE PRESIDENT:**

MICHAEL WATSON      Aye -           Nay -           Absent -     

**TOTALS:**      Aye - 6      Nay - 0      Absent - 0

**ATTEST:**

Julie Tambling  
JULIE TAMBLING, VILLAGE CLERK

**APPROVED** this 27 day of Sept, 2021.

Michael Watson  
MICHAEL WATSON, VILLAGE PRESIDENT

**ATTEST**

Julie Tambling  
JULIE TAMBLING, VILLAGE CLERK

STATE OF ILLINOIS        )  
  )  
COUNTY OF KANKAKEE    )        §§

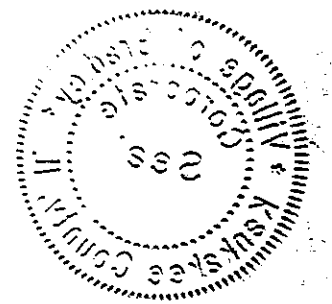
I, Julie Tambling, Village Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number R-9-21-11, "A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BRADLEY FIRE DEPARTMENT AND THE BOURBONNAIS FIRE PROTECTION DISTRICT," which was adopted by the Village Corporate Authorities at a meeting held on the 27 day of Sept, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 27 day of Sept, 2021.

  
\_\_\_\_\_  
JULIE TAMBLING, VILLAGE CLERK

(SEAL)





# **EXHIBIT A**

**Intergovernmental Agreement  
(Shared Apparatus)**

This agreement is made and entered into on the last date set forth next to the signature of each party hereto, by and between the following agencies: *Bourbonnais Fire Protection District* and the *Bradley Fire Department* (collectively referred to as the (“Parties”)), which have approved this Agreement in the manner provided by law.

**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 Cooperation Act (*5 ILCS 220/1 et. seq.*) provides any power or powers, privilege or authority exercised or which may be exercised by a public agency or this State may be exercised, combined, transferred, and enjoyed jointly with any public agency; and

**WHEREAS**, the Parties are units of local governments as defined in the Illinois Constitution and are public agencies pursuant to the Intergovernmental Cooperation Act; and

**WHEREAS**, the Illinois Fire Protection District Act (*70 ILCS 705/6(i)*) provides that the board of trustees of a fire protection district has the powers to pass all necessary ordinances, and rules and regulations for the proper management and conduct of the business of the board of trustees; and

**WHEREAS**, the Parties recognize the need to cooperate in maintaining their concern for public safety; and

**WHEREAS**, the Parties, from time to time, find it necessary to borrow vehicles and other assets from one another during times of particular shortages in their respective equipment rosters; and

**WHEREAS**, the Parties seek to develop an Agreement to set forth the rights, obligations and responsibilities with regard to each situation where one party may need to borrow equipment from the other party.

**NOW, THEREFORE**, the Parties hereby enter into this Intergovernmental Agreement upon the following terms and conditions:

**Section 1:** The Parties agree, based on need and availability, that each Party will attempt in good faith to lend the other Parties vehicles, assets, and/or equipment upon request by another Party, provided the vehicles, assets, and/or equipment are available to be lent as determined by the lending Party in its sole discretion. The determination of availability of any vehicle and/or equipment for loan hereunder shall be made in the sole discretion of the owner of said property, and no claim shall lie against them for such determination.

**Section 2:** Whenever property or vehicles are loaned, the borrowing Party agrees to indemnify and hold the lending party harmless for all claims, losses or damages claimed as a

result from the use of the vehicles, and any other acts or omissions of the borrowing Parties' personnel or agents, including for any costs, reasonable attorneys' fees which emanate from the execution and performance of this Agreement and use of the vehicles and/or equipment which may follow under this Agreement.

**Section 3:** The Parties agree that whenever property or assets are lent, the borrowing Party shall return the property in the same condition in which it was lent to the borrowing party. The borrowing Party shall be required to pay for all required and/or necessary maintenance, fuel, or repairs during the period in which the property is lent to the borrowing party. The Parties further agree that the lending Party may demand and receive the vehicle or equipment returned whenever the lending party determines the equipment or vehicle is needed and therefore no longer available. The determination of availability of any vehicle, asset, and/or equipment for loan hereunder shall be made in the sole discretion of the owner of said property, and no claim shall lie against them for such determination. If the lending Party requests that a vehicle or piece of equipment be returned, the borrowing Party shall return the item(s) immediately.

**Section 4:** The Parties agree that the borrowing party shall defend, indemnify and hold harmless the elected and appointed officials and all other agents, representatives and employees of the lending party against any claim, suit or cause of action arising out of the actions of any employee, volunteer or agent of the borrowing party.

**Section 5:** The Parties agree further that the borrowing Party shall ensure it has been obtained suitable insurance coverage for the vehicle asset, or equipment borrowed by the borrowing Party for the entire period that the borrowed item is in the possession and control of the borrowing Party, with the lending party names as an additional insured. Before taking possession, the lending Party must approve the insurance arrangement in advance of receiving possession and control of any vehicle, asset, or equipment from the borrowing party.

**Section 6:** This Agreement shall only be amended by a written instrument approved and signed by all parties hereto. Such amendment shall take effect immediately upon its execution.

**Section 7:** This Agreement shall remain in force and effect until terminated by the Parties. Any Party may terminate its involvement in this Agreement by giving 90 days' written notice to the Fire Chief or his designee of the other Parties. The Agreement shall continue in full force and effect among the non-withdrawing Parties.

**Section 8:** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

**Section 9:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all which together shall constitute one and the same instrument. This Agreement shall not be effective until the execution and delivery between each of the Parties of at least one set of the counterparts.



**IN WITNESS WHEREOF**, the Parties, pursuant to proper and necessary authorization, have executed this Agreement on the date shown below.

APPROVE AND ADOPTED this 27 day of September, 2021

BOURBONNAIS FIRE PROTECTION DISTRICT

Attest:

\_\_\_\_\_  
President, Board of Trustees

\_\_\_\_\_  
Secretary, Board of Trustees

APPROVE AND ADOPTED this 27 day of September, 2021

VILLAGE OF BRADLEY

Attest:

Michael Watson  
Village of Bradley Mayor

Julie Tambling  
Village of Bradley Clerk