

**AMENDED AGREEMENT FOR JOINT MANAGEMENT SERVICES BETWEEN THE
MANHATTAN FIRE PROTECTION DISTRICT AND THE
PEOTONE FIRE PROTECTION DISTRICT**

This Agreement is entered into this 11 day of February, 2021, by and between the Manhattan Fire Protection District, (hereinafter referred to as "Manhattan") and the Peotone Fire Protection District, (hereinafter referred to as "Peotone") and collectively hereinafter referred to as the "Districts").

RECITALS

WHEREAS, Manhattan Fire Protection District, Will County, Illinois, is a Fire Protection District organized and existing under the Statutes of the State of Illinois; and

WHEREAS, Peotone Fire Protection District, Will County, Illinois, is a Fire Protection District organized and existing under the Statutes of the State of Illinois; and

WHEREAS, both Districts currently have operating Fire Districts as provided for in 70 ILCS 705/1 *et seq.*; and

WHEREAS, the Districts have, for some time, shared certain fire services and fire equipment; and

WHEREAS, combining the resources of both Districts has increased the level of service provided and enhanced efficiency, at a reduced cost to the residents of both Districts; and

WHEREAS, the Districts desire to each share Joint Management Fire Chief Services for their respective Districts, and agree to engage with each other for these shared Fire Chief Services, in exchange for the consideration as set forth herein; and

WHEREAS, the Districts desire to formalize the joint delivery of Fire Chief services, pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, each of the above-referenced Fire Districts herein is a unit of local government, as provided for under Illinois law; and

WHEREAS, Article 7, Section 10, of the Illinois Constitution of 1970, authorizes and encourages cooperation between and among units of local government to obtain or share services, to contract with individuals, and to exercise and combine any power or function in any manner not prohibited by law or by ordinance, and further authorizes such cooperating units of local government to use their revenues and other resources to pay costs related to such intergovernmental activity; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1-101 *et seq.*) authorizes local governmental entities to enter into agreements to perform any governmental service or activity or undertaking, which either of them is authorized by law to perform and to exercise jointly or collectively, any power, privilege or authority which either of them is authorized by law to perform, provided such agreement is authorized by the governing body of each such governmental entity; and

WHEREAS, both Districts have determined that it would be in their best interests to enter into an Intergovernmental Agreement as provided herein; and

WHEREAS, both Districts entered into an Intergovernmental Agreement for said services on September 1, 2020; and

WHEREAS, both Districts have determined that it is in their best interests to enter into this Amended Intergovernmental Agreement; and

WHEREAS, the Board of Trustees of both Manhattan and Peotone have approved the terms set forth and have further authorized the execution of this Agreement.

NOW, THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, the Districts agree as follows:

SECTION 1. INCORPORATION OF RECITALS

The Recitals set forth above are incorporated into and made part of this Agreement, as if fully set forth herein.

SECTION 2. SCOPE OF SERVICES - ADMINISTRATIVE SERVICES

- 1) Manhattan agrees to provide Peotone with the services of its Fire Chief, Deputy Chief, Battalion Chief and administrative staff. Attached to this Agreement and incorporated herein as Exhibit "A" is a schedule of assignments of personnel under this Agreement. The parties acknowledge and agree that this may be modified based upon particular need as may occur during the course of this Agreement.
- 2) All Manhattan personnel utilized under this Agreement will be rostered with and remain employees of Manhattan for the purpose of federal, state and local governance.
- 3) Manhattan will provide general administration and oversight to Peotone, including, but not limited to, budget administration, clerical and personnel leadership and management, supervision, emergency response, and similar activities, all in accordance with the requirements of statutory law, rules and regulations, statutory powers and authority and the customary duties of Fire Chief, as directed by the respective Presidents of the Boards of Trustees for both Districts.
- 4) The President and Board of Trustees of each District will supervise the designated Fire Chief on the respective District matters, and will provide direction to the Fire Chief regarding any desired special projects or services to be performed for the respective District, and will respond to recommendations made by the Designated Fire Chief. The Designated Chief shall maintain confidential all information pertaining to the respective Districts where necessary.
- 5) Peotone will provide Manhattan and the Fire Chief, Deputy Chief, Battalion Chief and administrative staff with all necessary regulations, policies, labor agreements, manuals, strategic plans, and other information, as well as incidental materials and supplies, work area, computer access, financial access and authority, telephone, statutory powers and authority and other standard provisions as required to

perform the Fire Chief services desired by Peotone. All such documents, supplies, pictures, and notes will remain the property of Peotone.

- 6) Manhattan initially designates its current Fire Chief, Steve Malone ("Designated Fire Chief"), Deputy and Battalion Chiefs and Administrative support staff to provide the joint management Administrative Services under this Agreement. Manhattan shall not assign any other person to provide those services without the written consent of Peotone. In the event any of the Manhattan employees designated under this Agreement (Exhibit "A") terminate employment with Manhattan, Manhattan shall provide prompt notice of such termination to Peotone, and the Districts shall, without delay, meet to discuss the procedures for identifying and, if appropriate, hiring a replacement. Additionally, if a designated person is unavailable to work under this Agreement for a period of more than two (2) consecutive weeks for reasons other than a scheduled vacation, Manhattan shall consult with Peotone in the designation of a temporary or replacement person as needed.
- 7) While the designated employees are in service for Peotone, they shall devote their full attention to the affairs of Peotone. Should Manhattan require the Chief's services at those times otherwise dedicated to serving Peotone, arrangements will be made by the designated Fire Chief to utilize the services of the Deputy Chief or Chiefs of Manhattan, as well as administrative, non-firefighting personnel to assist Peotone as may be needed.
- 8) Peotone will further provide the Designated Fire Chief with a computer. Peotone will not have any responsibility to provide a vehicle for the Fire Chief or any other Manhattan personnel assisting Peotone.

SECTION 3. TERM OF THE AGREEMENT

The terms of this Agreement shall commence on the 1st day of September, 2020, and continue until April 30, 2023. On a quarterly basis, during the term of this Agreement, the Board of Trustees for both Districts shall meet jointly to discuss the Fire Chief shared services and to resolve any operational issues or concerns of either District. At least ninety (90) days prior to the end of the Agreement, an evaluation of the progress and success of the joint management Fire Chief Services will be performed by Manhattan Fire Protection District and Peotone Fire Protection District. If neither party provides notice at least sixty (60) days prior to the termination date of April 30, 2023, the Agreement shall automatically renew for a period of 180 days. If desired, a revised Agreement will be approved with applicable terms and conditions agreeable to both parties. **Notwithstanding the forgoing, either side may elect to terminate this Agreement, for any reason, by providing the other with ninety (90) days written notice.**

SECTION 4. EMPLOYMENT OF PERSONNEL

The Manhattan employees designated under this Agreement are not and shall not be deemed Peotone employees for any purpose. Manhattan shall be solely responsible for all salary, benefits, worker's compensation, and insurance for this individual providing services pursuant to this Agreement, and said individuals shall be considered solely as employees of the Manhattan Fire Protection District for all supervisory, disciplinary, and other employment related purposes.

SECTION 5. LITIGATION SUPPORT

Manhattan will make the Fire Chief able to testify in any litigation brought regarding work performed under this Agreement. Should Peotone request that any Manhattan employees utilized per this Agreement testify in litigation following the termination of this Agreement, Peotone shall compensate Manhattan for employee costs and expenses in preparing for, traveling to, and testifying in such matters at the employees then current hourly rate of compensation, unless such litigation is brought by Manhattan or is based solely on allegations of Manhattan's negligent performance or wrongdoing.

SECTION 6. PAYMENT

- A) Peotone shall pay to Manhattan the following sums and shall be payable in arrears in monthly installments, consistent with the current payroll schedule of Peotone:

September 1, 2020 through April 30, 2021	\$67,692.31
May 1, 2021, through April 30, 2022	\$205,000.00
May 1, 2022, through April 30, 2023	\$210,125.000

If this Agreement is automatically renewed beyond April 30, 2023, pursuant to Section 3 of this Agreement, the sum due and owing from Peotone shall be automatically increased 2.5% on May 1 of each calendar year.

Such payment is made to defray the costs of Manhattan in providing the services of its Chiefs' and administrative staff's time away from the fire district, use of a fire district vehicle, insurance costs and other costs bore in the course of their time spent in service to Peotone during the course of this Agreement.

- B) Any proposed adjustment to this financial obligation during the term of this Agreement shall be submitted to both Districts for approval at least sixty (60) days prior to the effective date of said adjustment.
- C) In addition to said payment, in recognition of the fact that the Chiefs will be required to travel as part of the duties and responsibilities for Peotone, the Chiefs shall be allowed to fuel his vehicle at the designated Peotone fueling location, at no additional cost to either the Fire Chief or Manhattan.
- D) In the event of termination by either District, Manhattan shall be entitled to payment for the services performed as of the date of termination, to the extent any payment is due and owing pursuant to this Section 5.

SECTION 7. TERMINATION

At any time after the first year of this Agreement, and without cause, either District may terminate the whole or any part of its participation in this Agreement by giving ninety (90) days written notice to the other District prior to the termination date.

SECTION 8. INDEMNIFICATION

- A) When the Designated Fire Chief is directing Manhattan activities, Manhattan is responsible for the costs of defense and any liability arising out of the Designated Fire Chief's services to the extent required by applicable law. In the event of a dispute as to whether applicable law requires Manhattan to provide indemnity and a defense to the Designated Fire Chief, such dispute shall be resolved between Manhattan and the Designated Fire Chief, and Manhattan shall indemnify and defend Peotone from and against any obligation to defend and indemnify the Designated Fire Chief that may otherwise be required of Peotone as the employer of the Designated Fire Chief or by virtue of this Agreement.
- B) When the Designated Fire Chief is directing Peotone activities, Peotone is responsible for the costs of defense and any liability arising out of the Designated Fire Chief's services to the extent required by the applicable law. In the event of a dispute as to whether applicable law requires Peotone to provide indemnity and a defense to the Designated Fire Chief, such dispute shall be resolved between Peotone and the Designated Fire Chief, and Peotone shall indemnify and defend Manhattan from and against any obligation to defend and indemnify the Designated Fire Chief that may otherwise be required of Manhattan by virtue of this Agreement.

SECTION 9. NO THIRD-PARTY BENEFICIARY

This Agreement is only for the Benefit of the two Fire Districts that are parties to this Agreement and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or parties, and no third parties shall have any right of action or obtain any right to benefits or position of any kind for any reason whatsoever, including Chief Steve Malone.

SECTION 10. NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and mailed postage prepaid by certified or registered mail to the appropriate address indicated below.

Brian Hupe, President
Peotone Fire Protection District
7550 W. Joliet Road, P.O. Box 925
Peotone, IL 60468

William Moncrief, President
Manhattan Fire Protection District
P.O. Box 65
Manhattan, IL 60442

SECTION 11. WAIVER

No failure on the part of either District to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that either District may have hereunder,

nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

SECTION 12. AMENDMENT

No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by both Districts.

SECTION 13. DISPUTES

In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable Attorney's fees and costs.

SECTION 14. GOVERNING LAW

This Agreement shall be governed by and construed to the laws of the State of Illinois.

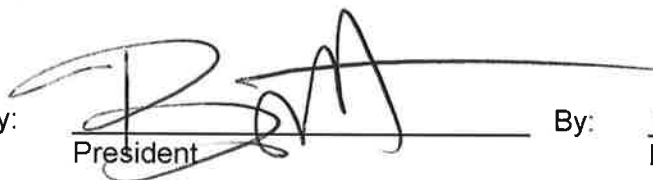
SECTION 15. ENTIRE AGREEMENT

This Agreement constitutes the complete and exclusive Statement of the Agreement between the Districts. No terms, conditions, understandings, or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and approved in accordance with Illinois law, and thereafter signed by each District, shall be binding on either of the Districts.

This Agreement supersedes the September 1, 2020, Agreement for Joint Management Services Between the Manhattan Fire Protection District and the Peotone Fire Protection District.

PEOTONE FIRE PROTECTION DISTRICT

MANHATTAN FIRE PROTECTION DIST

By: 

President

By: 

President

Attest: 

Secretary

Attest: 

Secretary

EXHIBIT A

The objectives of this Administrative Services Agreement are:

1. To provide shared chief level officers and administrative staff to lead and manage the Peotone Fire Protection District. Chiefs and staff will:
 - Maintain and develop current Trustee level administrative activities
 - Manage, maintain and assess the current emergency response model
 - Manage the maintenance, repair and enhancements of PFPD facilities
 - Manage and maintain the vehicle fleet
 - Maintain continuity with local governments and local social organizations
 - Provide support for the Peotone Firefighters Association and their activities
 - Support the current employee scheduling and payroll services
2. To provide programmatic evaluation of the following and provide a conclusive plan and timeline for future potential consolidation efforts:
 - Personnel
 - Staffing Levels
 - Fleet
 - Budget
 - Facilities
 - Operational Risk
 - Emergency Response
 - Fleet and Facility planning (part of the corporate plan for budgeting purposes)

Functional Plan

- Manhattan will provide Chief level staff at Peotone Fire 3 days a week for approximately 20 hours per week.
- Manhattan will provide emergency response oversight and operational Support 24/7
- Manhattan will support staff training development and events
- Manhattan and Peotone will work together to ensure operational backfill
- Manhattan will maintain monthly reporting and operational status to the trustees
- Manhattan will assist with scheduling continuity
- Manhattan will provide fleet maintenance support
- Manhattan will provide facility maintenance coordination
- Manhattan will manage current purchasing processes
- Manhattan will provide employee/personnel oversight, management, and employee development
- Manhattan will provide Trustee level support and frequent project status updates to the trustees of both Peotone and Manhattan
- Manhattan will contract consolidated Standard of Cover inclusive of Manhattan and Peotone Fire Districts
- Manhattan will consolidate major resource purchases when possible
- Manhattan and Peotone will share resources when possible

- Manhattan will work with Peotone to advocate a Community Liaison
- Manhattan will assess the need for revising each district's budget to ensure compliance.

Designated Manhattan Personnel

- Steve Malone, Fire Chief
- David Piper, Deputy Chief
- Bruce Boyle, Battalion Chief
- Kimberly Ingram, Administrative Assistant
- Jackie O'Hara, Fire & Life Safety Educator