

HARVARD FIRE PROTECTION DISTRICT

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ORDINANCE NO. 2024-05

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ORDINANCE AUTHORIZING EXECUTION OF AN  
AGREEMENT FOR FIRE CHIEF JOINT MANAGEMENT SERVICES BETWEEN THE  
HARVARD FIRE PROTECTION DISTRICT AND THE MARENGO FIRE PROTECTION  
DISTRICT AND THE MARENGO RESCUE SQUAD DISTRICT

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ADOPTED BY THE  
BOARD OF TRUSTEES OF THE  
HARVARD FIRE PROTECTION DISTRICT

THIS 10<sup>TH</sup> DAY OF DECEMBER 2024

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PUBLISHED IN PAMPHLET FORM BY THE AUTHORITY OF THE  
BOARD OF TRUSTEES OF THE HARVARD FIRE PROTECTION DISTRICT THIS

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WHEREAS, the President and Board of Trustees of the Harvard Fire Protection District desire to enter into an agreement entitled Agreement for Fire Chief Joint Management Services between the Harvard Fire Protection District and the Marengo Fire Protection District and the Marengo Rescue Squad District, a copy of said agreement being attached hereto.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Harvard Fire Protection District, McHenry County, Illinois, as follows:

SECTION 1: The President and Secretary of the Harvard Fire Protection District are hereby authorized and directed to execute the aforesaid agreement, a copy of which is attached hereto and made a part hereof.

SECTION 2: This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED AND APPROVED BY THE HARVARD FIRE PROTECTION DISTRICT THIS 10<sup>TH</sup> DAY OF DECEMBER 2024.

\_\_\_\_\_  
Scott S. Logan, President

	Ayes	Nays	Absent	Abstain
Trustee Kelnhofer	_____	_____	_____	_____
Trustee Evers	_____	_____	_____	_____
Trustee Logan	_____	_____	_____	_____
Trustee Crane	_____	_____	_____	_____
Trustee Hildreth	_____	_____	_____	_____

ATTEST:

Approved As To Form:

\_\_\_\_\_  
Amy Crane, Secretary

\_\_\_\_\_  
Joseph C. Ponitz, Attorney

DOCUMENT PREPARED BY:  
Franks, Gerkin, Ponitz & Greeley, P.C.  
19333 E. Grant Hwy, Marengo, IL 60152  
(815) 923-2107

**AGREEMENT FOR FIRE CHIEF JOINT MANAGEMENT SERVICES  
BETWEEN THE HARVARD FIRE PROTECTION DISTRICT, THE MARENGO RESCUE  
SQUAD DISTRICT, AND THE MARENGO FIRE PROTECTION DISTRICT**

This Agreement is entered into this \_\_\_\_ day of December 2024, by and between the Harvard Fire Protection District, the Marengo Fire Protection District, and the Marengo Rescue Squad District. The parties to this Agreement shall collectively be referred to as the "Districts"

**RECITALS**

**WHEREAS**, the Harvard Fire Protection District, McHenry County, Illinois, is a Fire Protection District organized and existing under the Statutes of the State of Illinois; and

**WHEREAS**, the Marengo Fire Protection District, McHenry County, Illinois, is a Fire Protection District organized and existing under the Statutes of the State of Illinois; and

**WHEREAS**, the Marengo Rescue Squad District, McHenry County, Illinois is a Rescue Squad District organized and existing under the Statutes of the State of Illinois; and

**WHEREAS**, the Harvard Fire Protection District and the Marengo Rescue Squad District currently have operating Fire Districts as provided for in 70 ILCS 705/1 *et seq.*; and

**WHEREAS**, the Marengo Rescue Squad District is currently operating a Rescue Squad District as provided for in 70 ILCS 2005/1 *et seq.*, in conjunction with the Marengo Fire Protection District; and

**WHEREAS**, combining the resources of the Districts will increase the level of service provided and enhanced efficiency, at a reduced cost to the residents of the 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 Marengo Fire Protection District and Marengo Rescue Squad District desire to provide Fire Chief Services to the Harvard Fire Protection District, and the Districts agree to engage with each other for these services, in exchange for the consideration as set forth herein; and

**WHEREAS**, the Districts desire to formalize the Agreement for Fire Chief Services, pursuant to the terms and conditions set forth in this Agreement; 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.

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

**WHEREAS**, the respective Board of Trustees of the Harvard Fire Protection District, the Marengo Rescue Squad District, and the Marengo Fire Protection District 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.**

Fire Chief Services:

(1) The Marengo Fire Protection District and the Marengo Rescue Squad District both agree to provide to the Harvard Fire Protection District an employee of the Marengo Fire Protection District/Marengo Rescue Squad District, Fire/Rescue Chief John Kimmel (herein also referred to as the "Designated Fire Chief") to perform Fire Chief Services, on a basis that is appropriate to effectively lead and manage all Districts in the performance of administrative and operational Fire Chief duties and responsibilities. Said basis anticipates Chief Kimmel working twenty (20) hours per week at the Harvard Fire Protection District. Said twenty (20) hours per week to include serving in all capacities of the Harvard Fire Protection Chief, including meetings at and away from the station, as well as the traditional time working at the station.

(2) The Designated Fire Chief will be rostered with the Marengo Fire Protection District for the purpose of federal, state and local governance.

(3) The Designated Fire Chief will provide general administration and oversight to the Harvard Fire Protection District, including, but not limited to, budget administration, personnel leadership and management, supervision, emergency response, and similar activities all in accordance with the requirements and expections 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 Fire Chief shall maintain confidential all information pertaining to the respective Districts where necessary.

(5) The Harvard Fire Protection District will provide the Marengo Fire Protection District/Marengo Rescue Squad District, and the Designated Fire Chief with all necessary regulations, policies, labor agreements, manuals, strategic plans, and other information, as well as incidental materials and supplies, work area, computer access, telephone, statutory powers and authority and other standard provisions as required to perform the Fire Chief Services desired by the Harvard Fire Protection District. All such documents, supplies, pictures, notes and supplies will remain the property of the Harvard Fire Protection District.

(6) Marengo Fire Protection District initially designates its current Fire Chief, John Kimmel (hereinafter referred to as the "Designated Fire Chief"), to provide the joint management Fire Chief Services under this Agreement. Marengo Fire Protection District/Marengo Rescue Squad District shall not assign any other person to provide those services without the written consent of the Harvard Fire Protection District. It is expressly understood and agreed by both Districts that the Designated Fire Chief may elect to terminate employment with the Marengo Fire Protection District/Marengo Rescue Squad District. Should the Designated Fire Chief terminate his employment with the Marengo Fire Protection District/Marengo Rescue Squad District, the Marengo Fire Protection District/Marengo Rescue Squad District shall provide prompt notice of such termination to the Harvard Fire Protection District, and the Districts shall, without delay, meet to discuss the procedures for identifying and, if appropriate, hiring a new Fire Chief. Additionally, if the Designated Fire Chief is unavailable to work under this Agreement for a period of more than two (2) consecutive weeks for reasons other than a scheduled vacation, the Marengo Fire Protection District/Marengo Rescue Squad District shall consult with the Harvard Fire Protection District in the designation of a temporary or new Fire Chief, as needed.

(7) While the designated Fire Chief is in service for the Harvard Fire Protection District, he shall devote his full attention to the affairs of the Harvard Fire Protection District. Should Marengo Fire Protection District/Marengo Rescue Squad District require the Chief's services at those times otherwise dedicated to serving the Harvard Fire Protection District, arrangements will be made by the designated Fire Chief to take care of the Harvard Fire Protection District issues.

(8) The Harvard Fire Protection District will not have any responsibility to provide a vehicle for the Designated Fire Chief.

**SECTION 3. TERM OF THE AGREEMENT.** The term of his Agreement shall commence on the 1st day of June, 2022, and continue for a period of four (4) years, ending on October 1, 2026. After that date, the Agreement shall automatically renew for a period of one (1) month until otherwise terminated by either Party.

**SECTION 4. EMPLOYMENT OF PERSONNEL.** The Designated Fire Chief of the Marengo Fire Protection District/Marengo Rescue Squad District is not, and shall not be deemed, a Harvard Fire Protection District employee for any purpose. The Marengo Fire Protection District/Marengo Rescue Squad District shall be solely responsible for all salary, benefits, workers' compensation, and insurance for this individual providing

services pursuant to this Agreement and said individual shall be considered solely as an employee of the Marengo Fire Protection District/Marengo Rescue Squad District for all supervisory, disciplinary, and other employment related purposes.

**SECTION 5.**            LITIGATION SUPPORT.        The Marengo Fire Protection District/Marengo Rescue Squad District will make the Designated Fire Chief able to testify in any litigation brought regarding work performed under this Agreement. Should the Harvard Fire Protection request that the Marengo Fire Protection District/Marengo Rescue Squad District testify in litigation following the termination of this Agreement, the Harvard Fire Protection District shall compensate the Marengo Fire Protection District/Marengo Rescue Squad District 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 the Marengo Fire Protection District/Marengo Rescue Squad District or is based solely on allegations of Marengo Fire Protection District/Marengo Rescue Squad District's negligent performance or wrongdoing.

**SECTION 6.**            PAYMENT.

A. The Harvard Fire Protection District shall pay in equal parts to the Marengo Fire Protection District and Marengo Rescue Squad District \$6,666.77 for each month (\$40,000.62 for the full six-month term) of the Agreement. and shall be payable in arrears in monthly installments, consistent with the current payroll schedule of the Harvard Fire Protection District. Such payment is made to reimburse the Marengo Fire Protection District for the Designated Fire Chief's time away from the Marengo Fire Protection, use of a fire district vehicle, insurance costs and other costs bore in the course of his employment with the Marengo Fire Protection District. Additionally, the Harvard Fire Protection District shall pay the Marengo Fire Protection District and Marengo Rescue Squad District the following one-time expenses for the term of the Agreement in the amount of \$3,000.00 for tax reimbursement and \$200.00 for the Chief's vehicle insurance. The Harvard Fire Protection District shall also pay workers' compensation costs to the Marengo Fire Protection District and the Marengo Rescue Squad District for the term of the Agreement as set forth herein. The reimbursement to the Marengo Fire Protection District for workers' compensation insurance is the sum of \$1,350.00 (\$15,000.00 x .09). The Harvard Fire Protection District shall reimburse the Marengo Rescue Squad District for workers' compensation insurance in the sum of \$825.00 (\$15,000.00 x .055). All remaining policies of insurance are to be provided through the regular course of business of the Harvard Fire Protection District. Finally, the Harvard Fire Protection District shall reimburse the Marengo Fire Protection District and the Marengo Rescue Squad District \$1,500.00 for attorney's fees. These additional expenses referenced above shall be paid within twenty-eight (28) days of execution of this contract.

B. Any proposed adjustment to this financial obligation during the term of this Agreement shall be submitted to both Districts for approval at least fifteen (15) days prior to the effective date of said adjustment.

C. In addition to said payment, in recognition of the fact that the Designated Fire Chief will be required to travel as part of the duties and responsibilities for the Harvard Fire Protection District, the Designated Fire Chief shall be allowed

to fuel his vehicle at the designated Harvard Fire Protection District fueling location, at no additional cost to either the Fire Chief or the Marengo Fire Protection District/Marengo Rescue Squad District.

D. In the event of termination by either District, each District 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 and without cause, either District may terminate the whole or any part of its participation in this Agreement by giving thirty (30) days' written notice to the other District prior to the termination date.

**SECTION 8.**            INDEMNIFICATION.

A. When the Designated Fire Chief is directing Marengo Fire Protection District/Marengo Rescue Squad District activities, the Marengo Fire Protection District/Marengo Rescue Squad District 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 the Marengo Fire Protection District/Marengo Rescue Squad District to provide indemnity and a defense to the Designated Fire Chief, such dispute shall be resolved between the Marengo Fire Protection District/Marengo Rescue Squad District and the Designated Fire Chief, and the Marengo Fire Protection District/Marengo Rescue Squad District shall indemnify and defend the Harvard Fire Protection District from and against any obligation to defend and indemnify the Designated Fire Chief that may otherwise be required of the Harvard Fire Protection District as the employer of the Designated Fire Chief or by virtue of this Agreement.

B. When the Designated Fire Chief is directing Harvard Fire Protection District activities, the Harvard Fire Protection District 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 Harvard Fire Protection District to provide indemnity and a defense to the Designated Fire Chief, such dispute shall be resolved between the Harvard Fire Protection District and the Designated Fire Chief, and the Harvard Fire Protection District shall indemnify and defend the Marengo Fire Protection District/Marengo Rescue Squad District from and against any obligation to defend and indemnify the Designated Fire Chief that may otherwise be required of the Marengo Fire Protection District/Marengo Rescue Squad District by virtue of this Agreement.

**SECTION 9.**            NO THIRD PARTY BENEFICIARY. This Agreement is only for the Benefit of the Marengo Fire Protection District, the Marengo Rescue Squad District, and the Harvard Fire Protection District who 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 Fire Chief John Kimmel and/or such other Designated Fire Chief.

**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 over nationally recognized overnight courier to the appropriate address indicated below.

Board President  
Harvard Fire Protection District  
502 S. Eastman Street  
Harvard, Illinois 60033

Board President  
Marengo Fire Protection District  
Marengo Rescue Squad District  
120 E. Prairie Street  
Marengo, Illinois 60152

**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.

AGREED:

**HARVARD FIRE PROTECTION DISTRICT**

**MARENGO FIRE PROTECTION DISTRICT**

By: \_\_\_\_\_  
Board President

By: \_\_\_\_\_  
Board President

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

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



Attest: \_\_\_\_\_ Attest: \_\_\_\_\_  
Secretary Secretary

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

**MARENGO RESCUE SQUAD DISTRICT**

By: \_\_\_\_\_  
Board President

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

Attest: \_\_\_\_\_  
Secretary

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