

ORDINANCE NO. 19-32

**AN ORDINANCE AUTHORIZING AN AGREEMENT FOR FIRE AND
EMERGENCY MEDICAL SERVICES BETWEEN
THE COLLINSVILLE FIRE PROTECTION DISTRICT AND THE
CITY OF COLLINSVILLE, ILLINOIS**

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
COLLINSVILLE, ILLINOIS, as follows:

Section 1. The Mayor and City Clerk are authorized to execute an Agreement with the Collinsville Fire Protection District for fire and ambulance services to be provided by the City of Collinsville. Said Agreement is attached hereto and made a part hereof by reference is hereby approved as to form.

Section 2. Due to an error in the Fire Protection District Agreement not caused by the City, Collinsville Ordinance No. 18-116 passed by the City Council on December 10, 2018, is hereby repealed and replaced by this Ordinance.


PASSED by the Council and Approved by the Mayor on May 13, 2019.

Ayes: Stehman, Green, Jerome, Hausmann, Miller

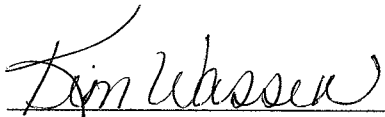
Nays: None

Absent: None

Approved: None



John Miller, Mayor

Attested: 

Kim Wasser, City Clerk

**AGREEMENT FOR FIRE AND EMERGENCY MEDICAL
SERVICES BETWEEN THE COLLINSVILLE FIRE PROTECTION
DISTRICT AND THE CITY OF COLLINSVILLE, ILLINOIS**

This Agreement is made and entered into this 13th day of May, 2019, by and between the Collinsville Fire Protection District, a special district organized and existing under the laws of the State of Illinois (hereinafter “the District”), and the City of Collinsville, a municipal corporation situated in Madison and St. Clair Counties, Illinois (hereinafter “the City”).

WHEREAS, the City and the District previously entered into Agreements dated August 25, 2008 and November 12, 2013, which have since been extended and expired; but that the parties wish to renew and continue on substantially the same terms as provided for previously;

WHEREAS, the City has maintained a fire department for providing emergency medical services, fire fighting personnel, and fire fighting apparatus, including trucks, hoses, ladders, and other such equipment, all of which are located adjacent to the District;

WHEREAS, pursuant to the provisions of Illinois Fire Protection District Act (70 ILCS 705/0.01 et seq), (hereinafter “the Act”), the District is granted authority, without the necessity of approval by a referendum, to contract for fire protection for the population of that District, including the provision of fire fighting personnel, fire trucks, fire apparatus, and other such equipment;

WHEREAS, the District is also granted authority under the Act to contract for emergency medical services, including ambulance transportation services, medical technician care, and other such related care, without the necessity of a referendum;

WHEREAS, the City and the District wish to enter into an agreement whereby the City shall furnish fire protection and emergency medical services within the geographical limits of the District upon the terms and conditions more fully set forth hereinafter.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES TO THIS AGREEMENT AS FOLLOWS:

A. **FIRE PROTECTION:** The City shall furnish fire fighting personnel and equipment as is maintained by the City's Fire Department for the use and protection of the population located within the geographical limits of the District. The City further agrees to provide protection, comparable to that which is available within the corporate limits of the City, to all persons and property which may hereafter be annexed to the District.

B. **EMERGENCY MEDICAL SERVICES:** The City agrees to furnish to the District all emergency medical personnel and services and other such equipment, comparable to that which is available within the corporate limits of the City, to all persons located within said District and areas which may hereafter be annexed to the District.

The City agrees to provide emergency medical services as part of the consideration set forth hereinafter. However, the City shall have the right to collect from all users of the emergency medical services a standard rate for the use of such services, so long as all rates charged to users located in the District are equal to or no higher than the rates for comparable services charged to users located within the corporate limits of the City.

C. CONSIDERATION: The District agrees to pay an annual consideration for fire protection and emergency medical services as set forth in Sections A and B above, said payment to be made within thirty (30) days of the District's semi-annual receipt of real estate tax revenues from the Counties of Madison and St. Clair. Payments shall be made by the District without further invoice from the City.

D. PAYMENT TERMS AND CONDITIONS: For the term of this Agreement, and in the manner provided for in Section C, the District shall pay a sum to the City equal to the maximum levy amounts allowed under the Act, and any other state statutes permitting the District to levy taxes, so long as said levies do not require approval by a referendum vote, together with all funds held by the District in excess of \$15,000.00.

E. NO THIRD PARTY BENEFICIARIES: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the District and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the City and the District that any person other than the parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

F. INSURANCE: The City shall provide insurance on the equipment it uses and the firemen it employs, including Workmen's Compensation coverage.

G. TERM AND EXTENSION OF AGREEMENT: The initial term of this Agreement shall be five (5) years. At the option of the City, this Agreement shall automatically renew for three (3) subsequent periods of one (1) year each after the initial term of this Agreement, unless the either party gives written notice to the other party of

its intent not to renew a minimum of 180 days prior to the expiration of a term including, as applicable, the initial term and any renewal term. Failure by either party to give written notice shall operate as a renewal only for the term immediately following, and not any subsequent terms. Notwithstanding any other provision to the contrary, the either party may, for any or no reason, terminate this Agreement upon 180 days prior written notice to the other.

H. SEVERABILITY: If any portion of this Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal, or unconstitutional, such determination shall not affect the validity of the remainder of the Agreement. If the validity, legality or constitutionality or performance of any portion of this Agreement shall be impeded or otherwise affected by any change in pertinent law or order of court, it is the desire and intent of the City and the District to perform and comply with this Agreement as nearly as possible according to its spirit and expressed intent until the City and the District agree to changes consistent with and in accordance with the change in law or court order, as applicable.

I. AMENDMENT: This Agreement may only be modified or amended by written agreement duly signed by both the City and the District.

J. BINDING EFFECTS: This Agreement shall be binding upon and shall insure to the benefit of the City and the District, their successors and assigns.

K. NOTICES: Any notice required hereunder shall be in writing and shall be deemed sufficient when deposited in the United States Mail, postage prepaid to:

FIRE DISTRICT: President or Other Board Member
Collinsville Fire Protection District

CITY: City Manager
City of Collinsville
125 S. Center Street
Collinsville, IL 62234

L. ASSIGNMENT: Neither the City or the District shall assign any of the rights nor delegate any of the duties created by this Agreement without the written consent of the City or the District.

M. GOVERNING LAW AND VENUE: This Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising under this Agreement or for its enforcement shall be in Circuit Court of Madison County, Illinois.

N. DISSOLUTION: During the initial or any extended terms of this Agreement the District agrees that neither it nor its board members will take any action or participate in any way that promotes the dissolution of the District as a legal, operating governmental entity.

IN WITNESS WHEREOF, the City and the District have executed this Agreement for fire protection and emergency medical services on the date written hereinabove by their respective officers duly authorized to execute said Agreement on behalf of the City and the District.

[SIGNATURE PAGE FOLLOWS]

COLLINSVILLE FIRE PROTECTION DISTRICT

BY: Eric Wortham
Eric Wortham, Board President

ATTEST: William Dorman
William Dorman, Board Secretary

CITY OF COLLINSVILLE, ILLINOIS

BY: John Miller
John Miller, Mayor

ATTEST: Kim Wasser
Kim Wasser, City Clerk

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