

EAST PEORIA FIRE DEPARTMENT

201 W. Washington Street
East Peoria, IL 61611
Phone: (309) 427-7671



John Knapp
Fire Chief

TO: The Honorable Mayor and the City Council

THRU: Commissioner Mingus

FROM: Fire Chief John Knapp

DATE: July 1, 2020

SUBJECT: Northern Tazewell Fire Protection District Agreement 2020-2021

DISCUSSION: Please review the attached intergovernmental agreement between the City of East Peoria and Northern Tazewell Fire Protection District which is effective August 1, 2020 through July 31, 2021.

RECOMMENDATION: It is my recommendation that the contract be approved as written. As you will notice there is no compensation to the Fire District for the duration of this contract with the exception of the reimbursement of TC3 dispatch fees for calls that originate in the corporate limits of the City.

cc: City Clerk Morgan Cadwalader

RESOLUTION NO. 2021-024

East Peoria, Illinois

_____, 2020

RESOLUTION BY COMMISSIONER _____

**RESOLUTION APPROVING 2020-2021 INTERGOVERNMENTAL
AGREEMENT FOR MUTUAL AID WITH
NORTHERN TAZEWELL FIRE PROTECTION DISTRICT**

WHEREAS, the City of East Peoria and the Northern Tazewell Fire Protection District (the "NTFD") have worked together under an intergovernmental agreement arrangement for several years for providing fire and rescue services to areas that have been annexed into the City over the years, but remain in the territory of the NTFD; and

WHEREAS, the City and the NTFD have negotiated a one-year Intergovernmental Agreement for continuing this arrangement (the "Agreement), attached hereto as "Exhibit A"; and

WHEREAS, the City seeks to continue this arrangement with the NTFD for another one-year term as provide in the Agreement, but the City is unable to provide direct payment to the NTFD during the next one-year contract period as the City has done in past years due to the significant financial constraints faced by the City in the wake of the COVID-19 pandemic; and

WHEREAS, the City and the NTFD have determined that this Agreement continues to establish the other important terms and conditions by which the City's Fire Department and the NTFD work together under this mutual aid arrangement, which includes reimbursement of NTFD for dispatch call as provided in the Agreement; and

WHEREAS, the City hereby finds that it is in the best interest of the City to enter into the Agreement with the NTFD for this one-year term for providing fire and rescue services for the portions of the City remaining in the NTFD territory;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, THAT

Section 1. The Agreement with NTFD is hereby approved.

Section 2. The Mayor and the City Clerk are hereby authorized and directed to execute the Agreement with the NTFD for providing fire and rescue services to the

portions of the City that remain in the NTFD territory, as provided in "Exhibit A", together with such modifications therein as the Mayor in his discretion may approve; provided, however, that the City shall have no obligation under the terms of this Agreement until an executed original is delivered to the NTFD.

APPROVED:

Mayor

ATTEST:

City Clerk

EXHIBIT A

[Mutual Aid Agreement with Northern Tazewell Fire Protection District]

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT FOR MUTUAL AID

WHEREAS, the City of East Peoria, East Peoria, Illinois (hereinafter referred to as the "City") is a unit of local government as defined in the Illinois Constitution of 1970 and for the purposes of the Intergovernmental Cooperation Act; and

WHEREAS, Northern Tazewell Fire Protection District, Tazewell County, Illinois (hereinafter referred to as the "Fire District") is a unit of local government as defined in the Illinois Constitution of 1970 and for the purposes of the Intergovernmental Cooperation Act; and

WHEREAS, the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., authorizes units of local government to contract with one another to perform any government service and to set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, the City is responsible for providing fire protection and emergency service to all its citizens and for all property located within its territorial limits; and

WHEREAS, the Fire District operates a volunteer fire and rescue service, as well as a paid ILS ambulance, throughout its territorial limits, which prior to certain annexations by the City, included areas now within the territorial limits of the City; and

WHEREAS, the City recognizes the professionalism of the Fire District's volunteer force and the outstanding service which hereto the Fire District has provided to citizens and areas within the City's territorial limits; and

WHEREAS, both parties acknowledge that the protection of life and property is the overriding mutual objective that transcends all other considerations;

NOW, THEREFORE, in consideration of the foregoing recitations and in consideration of the mutual covenants and agreements hereinafter set forth, the City and the Fire District agree as follows:

1. **Compensation:** Due to the current financial crisis due to decreased revenues from COVID-19, the City does not have funds available to compensate the Fire District for the duration of this contract.

2. **Areas of Service:** The Fire District agrees to provide fire protection and first responder medical response to that area of the City, east of 3509 East Washington Street (Road) and north/northeast of Farmdale Road and shown in yellow on the attached map, which map is hereby incorporated into this

agreement. The Fire District also agrees to provide fire and first responder medical response to the area along Centennial Drive between the Illinois Central College property and School Street and along Grange Road between Centennial Drive and Illinois Route #24. Also included in this response area is High View Estates and Wind song subdivision. These areas are all shown in blue on the attached map. If the City of East Peoria builds or relocates a fire station(s) on the north/northeast side of the City or at any other location that may affect the delivery of service, this section and only this section, Section #2, of the agreement will be reopened. The City of East Peoria Fire Department will provide fire and rescue services to Farmdale Road, from East Washington Street to Veterans Road, including all areas south and southwest of Farmdale Road, i.e. Reeser Road, Ridge Road, Veterans Road, and Pleasant Hill Road. The Fire District will provide fire and first responder medical response to Farmdale Road from Veterans Road east.

3. **Communication:** The City's Fire Chief, or his designee, and the Fire District's Chief, or his designee, shall endeavor to meet on a regular basis to discuss the administration of this Intergovernmental Agreement and to address and discuss any mutual concerns. In a spirit of cooperation and recognizing the busy schedules of the parties, these meetings may be conducted in person or by telephone. In no event shall such meetings occur less often than every sixty (60) days.

(a) **Reporting of Service Provided:** The Fire District shall monthly furnish to the City written records containing the following information pertaining to service within the City upon request of the Fire Chief or Commissioner of Public Health and Safety. Number, location, type and disposition of all calls responded to by the Fire District within the City limits;

(b) The estimated dollar amount of property damage and owners of damaged property as presently being supplied to the City with regulation form of the State Fire Marshall's Office;

(c) Such other information as may reasonably be requested by the City.

In no event shall the City request information in greater detail than what it customarily retains and records for those sections of the City not serviced by the Fire District.

4. **Financial Records:** The Fire District shall retain records of all receipts and expenditures and make the same available to professional auditors retained by the City, along with such additional records and documents as said auditors may from time to time request. The Fire District at its expense shall provide to the City a copy of the annual audit of its records, receipts and expenditures within 14 days after receipt of the written report of the audit. In addition, the Fire District at its expense shall provide to the City a written opinion from professional auditors confirming the records, receipts, and expenditures of the Northern Tazewell Rescue Squad follow generally accepted accounting standards.

5. **Mutual Aid and Automatic Aid:** The City and the Fire District shall furnish such mutual aid and/or automatic aid to one another as requested in the interest of promoting fire protection and emergency service, subject only to the limitations and other demands on the respective departments and the terms and conditions of any Mutual Aid Agreement in effect between the parties.

6. **Investigation and Prevention Activity:** For all areas where the Fire District responds within the corporate limits of the City, the Fire District shall abide by the Fire Investigations policy utilized by the City's Fire Department. The City's Fire Department may also provide a Fire Investigator to the Fire District for fires which occur in rural areas of Tazewell County served by the Fire District, including but not be limited to, rural Tazewell County west of areas considered to a part of the Washington Fire Department's response area upon request of the District. The Fire District recognizes that the City has a legitimate interest in conducting inspections within the City's territorial limits, including, but not limited to, inspection of new buildings, underground storage tanks and any other potential fire hazard. The Fire District also recognizes that before construction of any new building or the renovation of any existing building begins, all appropriate construction plans and information shall be submitted to the City's Planning and Development Office for review and the issuance of any required permits. The Fire District shall fully cooperate with all City inspectors, and may attend the "One Stop Shop" plan review meeting that is held on or weekly basis, as well as accompany any City inspector(s) throughout the construction/renovation process of any structure within areas serviced by the Fire District and within the jurisdiction of the City. In no event will the City practice or engage in any inspection function which differs from that generally practiced throughout the City. The Fire District is encouraged to conduct pre-fire planning inspection visits of all commercial structures within the areas that it services. The parties shall act in a mutual and cooperative effort to assure compliance with all rules and regulations of the Office of the State Fire Marshal.

7. **Term of Agreement:** This Intergovernmental Agreement shall commence effective on August 1, 2020 and shall expire on July 31, 2021. Both agencies shall belong to the PAEMS system to ensure a confluence of structured patient care and adequately address quality assurance issues from either agency, the parties may agree to extend this Agreement.

8. **Maintenance of Fire District Facilities:** The Fire District agrees to furnish and pay for all insurance, gasoline, oil, repairs and maintenance required on all facilities, vehicles and equipment which it may own or utilize.

9. **Separability:** If any provision of this Intergovernmental Agreement is found to be illegal, the remainder of the Intergovernmental Agreement shall not be affected thereby.

10. **Termination of Agreement:** If any part shall violate any portion of this Intergovernmental Agreement or any of the duties imposed upon such party, such violation shall entitle the other party to terminate this Intergovernmental Agreement, provided that the party desiring to terminate for such cause shall give the offending party at least ten (10) days written notice specifying the particulars whereof it is claimed that there has been a violation hereof; if at the end of such time the party notified has not removed the cause of the complaint or remedied the purported violation, then termination of this Intergovernmental Agreement shall be determined complete.

11. **Ambulance Procedures:** The City's Fire Department will provide a simultaneous Advanced Life Support (A.L.S.) response to all emergency calls within the Corporate limits of the City of East Peoria. The EPFD ALS Ambulance shall transport every patient to the hospital, except in situations where one may not be available, in which situation shall follow the guidelines set forth below.

The parties acknowledge and agree that an emergency medical patient's care is the highest priority, and that no patient should have to unnecessarily wait for the other agency's ambulance to arrive on scene and assume patient care and begin transporting a patient to a hospital, especially when one (1) of the two (2) agency's ambulance is already on scene of the emergency medical call. In the event that the Fire District ambulance initiates transport of a patient due to delays in the arrival of East Peoria Fire Department units, an intercept with an East Peoria Fire Department ALS unit shall be completed on every call and revenues from that transport by the Fire District ambulance shall be split evenly between both the East Peoria Fire Department and the Fire District. The City shall be responsible for all TC3 dispatch fees in the Fire District that are within the corporate limits of the City of East Peoria due to both departments being simultaneously dispatched to every call. The Fire District will be reimbursed by the City on a quarterly basis in anticipation that every section of this agreement is followed. In addition, the reimbursements will be conditional upon the Fire District continuing to respond to every emergency call with no less than two first responders.

12. **Approval of Rescue Squad:** The parties acknowledge and agree that the Northern Tazewell Rescue Squad is a general not-for-profit corporation which has assumed certain duties and responsibilities within the Fire District and will likewise perform such corresponding duties within the territorial limits of the City as above described. The implementation of this Intergovernmental Agreement is subject to and expressly conditioned upon approval and ratification of same by the Northern Tazewell Rescue Squad.

CITY OF EAST PEORIA, ILLINOIS

NORTHERN TAZEWELL FIRE PROTECTION DISTRICT

By _____
It's Mayor

By _____
It's President

ATTEST:

By _____
It's City Clerk

By _____
It's Secretary

The foregoing "Intergovernmental Agreement for Mutual Aid" is hereby ratified and approved. The Northern Tazewell Rescue Squad, through its officers, hereby agrees to be bound by the terms of the foregoing agreement to the extent that such agreement should have any applicability to the rescue squad or its operations.

NORTHERN TAZEWELL RESCUE SQUAD

By _____
It's President

ATTEST:

By _____
It's Secretary