

ORDINANCE NO. 766

AN ORDINANCE AUTHORIZING THE CITY OF NOKOMIS
TO ENTER INTO AN INTERGOVERNMENTAL
FIRE-PROTECTION SERVICE ASSISTANCE AGREEMENT

WHEREAS the City of Nokomis and the Village of Coalton have entered into an Intergovernmental Fire-Protection Service Assistance Agreement;

AND WHEREAS the object of such Agreement is emergency fire-protection service assistance to the Village of Coalton by the City of Nokomis in accordance with the terms of that Agreement;

AND WHEREAS the provision of such emergency fire-protection service assistance would be in the best interests of the citizens of the Village of Coalton without posing an unreasonable threat to the lives and property of the citizens of the City of Nokomis,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NOKOMIS, MONTGOMERY COUNTY, ILLINOIS, as follows:

SECTION 1. That the execution of the aforesaid Intergovernmental Fire-Protection Service Assistance Agreement by the Mayor and City Clerk on June 30, 1988, is hereby expressly ratified; and that a true and correct copy of the aforesaid Agreement shall be, and is hereby, attached hereto and made a part hereof.

SECTION 2. That this Ordinance shall take effect immediately upon its passage and approval.

Introduced: July 11, 1988

Passed: 7-11-1988

Approved: 7-11-1988

Gene Adder
Mayor

ATTEST: Mary Jane Scheller
Clerk

City of Nokomis
Copy also in
file under coal

INTERGOVERNMENTAL FIRE PROTECTION SERVICE
ASSISTANCE AGREEMENT

The undersigned municipalities, pursuant to Article VII, Section 10, of the Illinois Constitution, Chapter 127, Sections 741-748, and Chapter 24, Section 1-4 of the Illinois Revised Statutes, agree as follows:

SECTION 1 - Purpose of Agreement

It is recognized that in certain situations the use of fire-protection personnel and equipment to perform fire protection duties outside of the territorial limits of the municipality where such personnel are legally employed is desirable and necessary in order to preserve and protect the health, safety and welfare of the public.

SECTION 2 - Power and Authority

(a) The Village of Coalton does hereby authorize and direct the president of its board of trustees or his designee to request, and the City of Nokomis does hereby authorize and direct its Fire Chief or his designee to render, fire protection aid to the said Village of Coalton to the extent of available personnel and equipment not required for adequate fire protection of the said City of Nokomis. The judgment of the said Fire Chief or his designee as to the amount of personnel and equipment available shall be final.

(b) The City of Nokomis shall not, however, be liable to the Village of Coalton for a failure to render aid or for the withdrawal of aid once such aid is furnished pursuant to this Agreement.

SECTION 3 - Compensation

Fire protection shall be rendered on the following schedule:

3.1 An annual fee of \$300.00 shall be paid by the Village of Coalton per year. The first year's fee shall be pro-rated from the date of execution to April 1, 1989 at which time the next annual fee of \$300.00 is due. Said payment shall be made thereafter on April 1st of each year.

3.2 A per call fee of \$250.00 for fire services rendered by the City of Nokomis Fire Department shall be due and payable by the property owner and the owner's insurance carrier upon receipt of written billing from the City. If such fee is not received by the City of Nokomis from the property owner or the insurance carrier within 90 days of the date of fire call, the Village will advance the cost after receipt of an invoice from the City of Nokomis. The property owner and the insurance carrier will then be required to reimburse the Village of Coalton for services rendered by the City of Nokomis Fire Department.

3.3 If costs beyond the fees indicated above are determined not to adequately compensate the City of Nokomis for equipment and services rendered, the City of Nokomis may propose a different fee schedule on or before 60 days of the anniversary date of this contract, and both municipalities shall meet to discuss revision of this agreement.

SECTION 4 - Liability

All employee benefits, wage and disability payments, pension and worker's compensation claims, damage to, or destruction of, equipment and clothing and medical expense of the City of Nokomis shall be borne routinely by the said City even if such obligations and losses are so borne during period wherein the said City is rendering substantial or extraordinary services to the Village of Coalton pursuant to this Agreement.

SECTION 5 - Rules and Regulations

Both the City of Nokomis and the Village of Coalton may establish rules and regulations concerning the method, type and level of response to a request for aid.

SECTION 6 - Duration of Agreement

This agreement shall be in full effect and shall be legally binding at such time as an ordinance ratifying its execution has been passed and approved by both of the aforesaid municipalities, until terminated pursuant to this agreement by either party.

SECTION 7 - Termination of Agreement

Either participating municipality may withdraw from this Agreement at any time, at its option, by ordinance of its city council or village board of trustees upon 90 days notice to the other municipality and such withdrawal shall be legally effective upon service of a copy of such ordinance upon the clerk of the municipality which has not so withdrawn.

IN WITNESS WHEREOF, this Agreement has been duly executed by the following parties.

THE VILLAGE OF COALTON

BY: J. W. Gaultmough, Pres.
Its President

ATTEST: [Signature] 6/30/88
Clerk date

THE CITY OF NOKOMIS

BY: [Signature]
Its Mayor

ATTEST: Mary Jean Scheller 6/30/88
Clerk date