

JUN 19 2017

ORDINANCE NO. 3330


City Clerk

**AN ORDINANCE TO AUTHORIZE THE CITY OF COLUMBIA,
ILLINOIS, TO ENTER INTO A DISPATCHING SERVICES
AGREEMENT BETWEEN THE CITY OF COLUMBIA, ILLINOIS
AND THE COLUMBIA FIRE PROTECTION DISTRICT**

WHEREAS, the City Council of the City of Columbia, Illinois (“City”) found, determined, and declared that it was in the City’s best interests and appropriate to enter into an intergovernmental agreement with the Columbia Rural Fire Protection District, now the Columbia Fire Protection District (“Fire District”), concerning the annexation of City into District; and

WHEREAS, the City passed Ordinance No. 2833 on December 20, 2010, for the purpose of authorizing the City to enter into such intergovernmental agreement; and

WHEREAS, said intergovernmental agreement required the City and Fire District to enter into various agreements, including a Dispatching Services Agreement; and

WHEREAS, pursuant to the passage and adoption of Ordinance No. 3105, the City amended its Dispatching Services Agreement for a three (3) year period with an effective date of June 20, 2014; and

WHEREAS, the City now desires, and the Fire District has agreed, to amend some of the terms of said Dispatching Services Agreement for a three (3) year period with an effective date of June 20, 2017; and

WHEREAS, it is necessary and appropriate that this Ordinance be enacted for the purpose of authorizing the City to enter into such Dispatching Services Agreement.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Columbia, Illinois, as follows:

Section 1. The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

Section 2. The City Council of the City of Columbia, Illinois, does hereby authorize and direct the Mayor to execute and deliver the Dispatching Services Agreement between the City of Columbia, Illinois and the Columbia Fire Protection District, in the form attached hereto, which said Dispatching Services Agreement is hereby approved as to form, in as many counterparts as the Mayor shall determine, and the City Clerk is hereby authorized and directed to attest the same and affix thereto the corporate seal of the City.

Section 3. This Ordinance shall be in full force and effect following its passage and approval.

YEAS: Aldermen Ebersohl, Niemietz, Roessler, Huch, Reis, Holtkamp and Martens.

NAYS: None.

ABSENT: Alderman Agne.

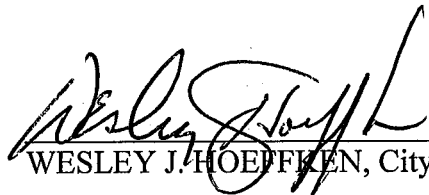
ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 19th day of June, 2017.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



WESLEY J. HOEFFKEN, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF TRUE COPY

I, Wesley J. Hoeffken, hereby certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois, and as such I am the keeper of the books, records, files and corporate seal of said City.

I do further certify that Ordinance No. 3330, entitled:

“AN ORDINANCE TO AUTHORIZE THE CITY OF COLUMBIA, ILLINOIS, TO ENTER INTO A DISPATCHING SERVICES AGREEMENT BETWEEN THE CITY OF COLUMBIA, ILLINOIS AND THE COLUMBIA FIRE PROTECTION DISTRICT”

to which this certificate is attached, is a true, perfect, complete and correct copy of said ordinance as adopted at a regular meeting of the Columbia, Illinois, City Council held on the 17th day of June, 2017.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 19th day of June, 2017.



WESLEY J. HOEFFKEN, City Clerk

(SEAL)

DISPATCHING SERVICES AGREEMENT

This Dispatching Services Agreement ("Agreement") is made and entered into by and between the City of Columbia, Illinois ("City"), and the Columbia Fire Protection District ("District") this 19th day of June, 2017, in Monroe and St. Clair Counties, Illinois.

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the City and District have previously entered into a Dispatching Services Agreement dated June 20, 2014 which will expire on June 19, 2017; and

WHEREAS, the City and District desire to renew and extend the Dispatching Services Agreement effective June 20, 2017 upon the terms set forth in this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES, THE MUTUAL ADVANTAGES TO BE DERIVED THEREFROM AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1. Incorporation of Preamble.** All the foregoing recitals set forth in the preamble to this Agreement are expressly incorporated herein and made a part of this Agreement.
- 2. Purpose.** The purpose of this Agreement is for the City to provide dispatching services to the District in accordance with the terms set forth herein.
- 3. Term of Agreement.** The term of this Agreement shall be for a period of three (3) years beginning on June 20, 2017. Thereafter, this Agreement shall automatically renew for an additional one (1) year term with no affirmative action by either entity, unless either party notifies the other party in writing at least Two Hundred Seventy (270) days prior to the expiration date of this Agreement.

4. **Finances.** The District shall pay to the City a yearly fee of Eight Thousand Three Hundred Thirty-five Dollars (\$8,335.00) for the dispatching services provided to the District for the initial year of this Agreement, with annual increases of five (5) percent in each of the two following years. The annual increases shall take effect on each anniversary of the effective date of this Agreement or as may otherwise be mutually agreed upon by the parties hereto. Payments shall be made in equal monthly installments to the City or as otherwise may be mutually agreed by the parties hereto.
5. **Equipment Purchases/Repairs/ Maintenance.** It is agreed that in the event there is a need for an equipment purchase, repair, maintenance, or an upgrade to the City's dispatching system which is used in connection with the dispatching of District's Fire Department which the City believes is related solely to the dispatching of District's Fire Department and the cost of which should be borne solely by District, City will advise District of the proposed item and its proposal for the purchase, repair, maintenance, or upgrade prior to the expenditure of funds or commitment for such items. If the District concurs in the City's assessment that the item is used solely in connection with the dispatching of District's Fire Department, District will bear the expense associated with that item and will reimburse City for it, provided that, District, by its Board of Trustees, concurs with City's proposal and the cost of the item in question. If the parties do not mutually agree on any such purchase, repair, maintenance, or upgrade, either party may, upon 180 days' notice to the other party, terminate this Agreement without further obligation.
6. **Amendments.** This Agreement may only be amended in writing signed by the parties. Any amendment shall refer back to this Agreement and to other amendments, if any, on the same subject and shall specify the language to be added or changed. The execution of any such amendment shall be authorized by passage of an ordinance by each party.
7. **Severability.** If any part of this Agreement is adjudged invalid, such adjudication shall not affect the validity of the entire Agreement as a whole or any other part hereof.
8. **Notice.** Any notice required hereunder shall be deemed to be given on the date of mailing if sent by registered or by certified mail, return receipt requested, to the address(es) of the entities preceding their signatures at the end of this Agreement or at any other address(es) agreed to by the parties hereto.
9. **Agreement Binding.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
10. **Miscellaneous.** Section titles are descriptive only and do not in any way limit or expand the scope of this Agreement, which is not in any way transferable by any entity hereto.

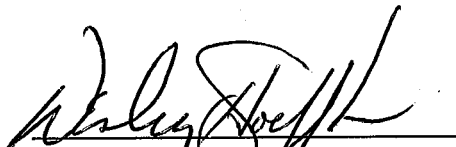
11. Dispute Resolution. In the event of any dispute arising out of the application, interpretation or performance of this Agreement, the parties agree to meet and discuss the dispute and a potential resolution at least fifteen (15) days prior to instituting any legal action, unless either party may suffer immediate and irreparable harm from the non-performance, acts or omission of the other party in which case the aggrieved party may seek equitable relief immediately. In the event the parties are unable to resolve the dispute within the fifteen (15) day period, the parties agree to engage in non-binding mediation utilizing the services of the Federal Mediation & Conciliation Service of the United States. If a party refuses to participate in mediation, the other party may (1) file an action to compel mediation, or (2) be relieved from mediation and file any appropriate action in the Circuit Court of Monroe County, Illinois. Notwithstanding the foregoing, the parties agree that public safety is paramount, and there shall be no interruption or termination of services until a non-appealable final judgment is entered resolving any such dispute.

12. Effective Date. This Agreement will take effect on June 20, 2017.

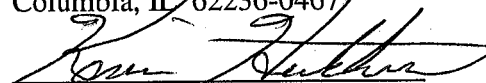
13. Standard of Service. Services provided by City to District under this Agreement will meet all applicable federal, state, county, industry, and NFPA standards for the dispatching of emergency fire and rescue services. Should the services not meet such standards and, after a sixty (60) day cure notice, not be cured to meet the standard, District may terminate this Agreement with no further obligation under it, upon thirty (30) days' written notice.

In Witness Whereof, the parties, pursuant to the authority granted by ordinances passed by the City and District, have caused this Agreement to be executed by their Mayor/District President and attested by their respective City Clerk/Secretary and their respective corporate seals affixed hereto.

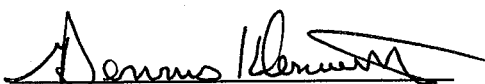
Attest:


Wesley J. Hoeffken, City Clerk

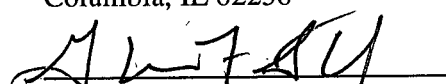
City of Columbia, Illinois
A Municipal Corporation
208 S. Rapp Avenue
P.O. Box 467
Columbia, IL 62236-0467


Kevin B. Hutchinson, Mayor

Attest:


Dennis Kleinschmidt, Secretary

Columbia Fire Protection District
1020 N. Main Street
Columbia, IL 62236


Glenn Stumpf, District President