

ORDINANCE NO. _____

Synopsis: The following ordinance would approve and authorize the execution of an agreement between the City of Washington and the Washington Volunteer Fire Department regarding compensation for the provision of fire and ambulance services for a period of May 1, 2017 to October 31, 2017. The total amount of compensation payable by the City of Washington to the Washington Volunteer Fire Department is \$275,000.

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS AND THE WASHINGTON VOLUNTEER FIRE DEPARTMENT AND RESCUE SQUAD, INC. ESTABLISHING COMPENSATION FOR FIRE/RESCUE SERVICE AND COMPENSATION FOR AMBULANCE SERVICE FOR THE PERIOD BEGINNING MAY 1, 2017, AND ENDING OCTOBER 31, 2017.

WHEREAS, the City of Washington and the Washington Volunteer Fire Department and Rescue Squad, Inc., have entered into an Agreement for the provision of fire protection and emergency medical services; and

WHEREAS, the parties desire to establish the compensation to be paid from the City of Washington to The Washington Volunteer Fire Department and Rescue Squad, Inc. for the provision of said services for a period of six (6) months, beginning, May 1, 2017; and

WHEREAS, all legal requirements, have been meet and satisfied pursuant to law:

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

Section 1. That the Agreement between the City of Washington, Tazewell County, Illinois, and **WASHINGTON VOLUNTEER FIRE DEPARTMENT AND RESCUE SQUAD, INC.**, a copy of which is attached hereto, marked "Exhibit A," and by reference expressly made a part hereof, be, and the same is hereby approved.

Section 2. That the Mayor and City Clerk of the City of Washington be, and hereby are authorized, empowered and directed to enter into and execute said Agreement on behalf of the City of Washington in substantially the form of the document attached hereto, marked "Exhibit A," and by reference expressly made a part hereof, and to make, execute and deliver any and all documents necessary for the effectiveness thereof.

Section 3. That this Ordinance shall be in full force and effect from and after its final passage by the City Council of the City of Washington, Tazewell County, Illinois.

PASSED AND APPROVED in due form of law at a regular meeting of the City Council of the City of Washington, Tazewell County, Illinois, on the _____ day of _____, 2017.

Ayes: _____

Nays: _____

Mayor

ATTEST:

City Clerk

EXHIBIT A

**AGREEMENT ESTABLISHING COMPENSATION
FOR FIRE/RESCUE SERVICE AND
COMPENSATION FOR AMBULANCE SERVICE FOR THE PERIOD BEGINNING
MAY 1, 2017 – OCTOBER 31, 2017**

THIS COMPENSATION AGREEMENT is made this ____ day of _____, 2017, by and between the **CITY OF WASHINGTON, TAZEVELL COUNTY, ILLINOIS**, an Illinois municipal corporation (the "City"), and the **WASHINGTON VOLUNTEER FIRE DEPARTMENT AND RESCUE SQUAD, INC.**, an Illinois not-for-profit corporation (the "Department").

WHEREAS, the City and the Department have extended through October 31, 2017 their Agreement for the provision of the protection, fire prevention, ambulance, and emergency services; and

WHEREAS, the parties mutually agree upon the compensation to be paid by the City to the Department for fire protection, fire prevention, ambulance, and emergency medical services for the six-month period commencing on May 1, 2017, and ending October 31, 2017:

NOW, THEREFORE, the parties hereto **COVENANT, CONSENT, and AGREE** as follows:

I. CONTRACT PERIOD: May 1, 2017 through October 31, 2017

1.01. The City shall pay to the Department, as and for fire protection and fire prevention services for the period beginning May 1, 2017, and ending October 31, 2017, the total sum of \$68,750.00, which total sum shall be paid on or before November 30, 2017.

1.02. The City shall pay to the Department, as and for ambulance, and emergency medical services, and for a portion of the salary and benefits for a fire chief for the period beginning May 1, 2017 and ending October 31, 2017, the base sum of \$206,250.00, which base sum shall be paid on or before November 30, 2017.

II. MISCELLANEOUS PROVISIONS

2.01. The Department shall continue to provide the City with full-time, on-duty ambulance service under the terms of the Agreement between the parties.

2.02. That all of the hereinabove-referred to payments shall be paid by the City to the Department at the following address:

Washington Volunteer Fire Department and Rescue Squad, Inc.
200 North Wilmor Road
Washington IL 61571

IN WITNESS WHEREOF, the parties hereto have executed this Compensation Agreement on the date and year first above written.

**CITY OF WASHINGTON, TAZEWEEL
COUNTY, ILLINOIS**

**WASHINGTON VOLUNTEER FIRE
DEPARTMENT AND RESCUE
SQUAD, INC.**

BY: _____

Its _____

ATTEST:

BY: _____

Its _____

BY: _____

Its _____

ATTEST:

BY: _____

Its _____