

ORDINANCE NO. _____

Synopsis: The following ordinance will 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 November 1, 2017 to October 31, 2020. The total amount of compensation payable by the City of Washington to the Washington Volunteer Fire Department in year one is \$618,000 with a 3% increase in years two and three.

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF WASHINGTON, TAZEWEILL 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 NOVEMBER 1, 2017, AND ENDING OCTOBER 31, 2020.

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 three (3) years, beginning , November 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
NOVEMBER 1, 2017 – OCTOBER 31, 2020**

THIS COMPENSATION AGREEMENT is made this _____ day of _____, 2017, by and between the **CITY OF WASHINGTON, TAZEWELL 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 agreed upon a separate Agreement for the period November 1, 2017 through October 31, 2020 for the provision of the protection, fire prevention, ambulance, and emergency services; and

WHEREAS, pursuant to Article VII of the Constitution of the State of Illinois of 1970, the City and Department have the authority to enter into this Agreement for method and amount of compensation to be paid to the Department for fire protection services and ambulance and emergency medical services; and

WHEREAS, the parties have met and mutually agreed upon the compensation to be paid by the City to the Department for fire protection, fire prevention, ambulance, and emergency medical services for the fiscal year, commencing on November 1, 2017, and ending October 31, 2020:

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

1.01. The City shall pay to the Department, as and for fire protection and fire prevention services for the period beginning November 1, 2017, and ending October 31, 2020, the total sum of \$477,544.00, which total sum shall be paid as follows:

- (a) The sum of \$77,250.00 on or before April 30, 2018.
- (b) The sum of \$77,250.00 on or before October 31, 2018.
- (c) The sum of \$79,567.50 on or before April 30, 2019.
- (d) The sum of \$79,567.50 on or before October 31, 2019.
- (e) The sum of \$81,954.50 on or before April 30, 2020.
- (f) The sum of \$81,954.50 on or before October 31, 2020.

1.02. The City shall pay to the Department, as and for ambulance, and emergency medical services, for the period beginning November 1, 2017, and ending October 31, 2020, the base sum of \$1,432,632.00, which base sum shall be paid as follows:

- (a) The sum of \$231,750.00 on or before April 30, 2018.
- (b) The sum of \$231,750.00 on or before October 31, 2018.

- (c) The sum of \$238,702.50 on or before April 30, 2019.
- (d) The sum of \$238,702.50 on or before October 31, 2019.
- (e) The sum of \$245,863.50 on or before April 30, 2020.
- (f) The sum of \$245,863.50 on or before October 31, 2020.

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

2.03. The parties acknowledge that except as provided in Section I above, no agreement for compensation to be paid for ambulance service, and no agreement for compensation to be paid for fire/rescue services, has been reached for any period beginning after October 31, 2017.

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

**CITY OF WASHINGTON, TAZEWELL
COUNTY, ILLINOIS**

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

BY: _____

BY: _____

Its _____

Its _____

ATTEST:

ATTEST:

BY: _____

BY: _____

Its _____

Its _____