

COPY

**INTERGOVERNMENTAL AGREEMENT  
FOR FIRE DEPARTMENT RELATED MECHANICAL SERVICE AND REPAIR WORK ON  
FIRE APPARATUS**

**THIS AGREEMENT** is made and entered by and among the City of Peoria, an Illinois Municipal Corporation ("City"), and the City of East Peoria, an Illinois Unit of Local Government, effective on the last date signed by a party hereto.

**WHEREAS**, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act 5 ILCS 220/1 *et. seq.* enables the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

**WHEREAS**, the City of Peoria's Fire Department ("PFD") is a provider of certified and properly trained fire apparatus mechanics, "fire mechanics",

**WHEREAS**, The City of East Peoria and the East Peoria Fire Department are requiring fire department related mechanical service and repair work on their fire apparatus and

**WHEREAS**, from time to time, the City of East Peoria may request that the PFD provide their certified fire mechanics to deliver mechanical and repair services and associated services as specified in this Agreement shall be referred to herein as "fire apparatus repair services",

**WHEREAS**, the City of East Peoria desires that PFD provide and PFD is willing to make available fire apparatus repair Services pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitations and in consideration of the mutual covenants and agreement hereinafter set forth, the City of Peoria and the City of East Peoria agree as follows:

1. **Fire Apparatus Repair Services:** Upon request by the City of East Peoria, subject to the availability of its resources and the other terms and conditions hereof, the PFD may provide Fire apparatus repair services. as referred to herein shall consist of (1) delivering the East Peoria fire apparatus to the City of Peoria fire garage and (2), and the rendering of such fire apparatus related repair services.
2. **Procedure.** When the City of East Peoria determines that fire apparatus repair Services are necessary, it will contact the City of Peoria Fire Department with such a request for services.
3. **Communication.** The City of East Peoria will notify the City of Peoria Fire Department through the appropriate channels at Peoria Fire Central or the Fire Garage located at 832 W. Hurlburt, 309-494-8709.
  - a. The Fire Garage working with the City of Peoria Fire Chief will determine the City of Peoria fire mechanics availability.

4. **Compensation.** The City of East Peoria agrees to pay the City for fire apparatus related repair services at the hourly rate of \$125 per hour for each repair performed. Further compensation will be owed to the City for the reimbursement of any associated parts for the necessary repair. Any such payment due hereunder will be payable within thirty (30) days of receipt of an invoice indicating the number of repair invoices during this time period.
5. **Limitation of Liability.** Notwithstanding any other provision of this Agreement or any policy or protocol of the City of East Peoria, the City of Peoria fire department's obligations hereunder shall be subject to the availability of qualified fire mechanics, supplies and transportation, as determined by the PFD and in its sole discretion in light of other actual and anticipated needs for its services. In the event the PFD determines that it lacks qualified fire mechanics for requested work.
6. **Term and Termination.**
  - a. The initial term of this agreement shall be one (1) year, renewable each year on the effective date. This Agreement may be terminated without cause by either party upon thirty (30) days written notice.
  - b. This Agreement may be terminated for cause in the event of material breach by the other party and failure to cure such breach within ten (10) days of written notice specifying each breach.
  - c. In the event of termination of this Agreement, the PFD shall have no further obligation to provide fire apparatus related repair Services hereunder.
7. **Insurance.** At the time of this Agreement, the City of East Peoria shall maintain general and professional liability insurance coverage in a minimum of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in the annual aggregate, providing coverage for the negligent acts or omissions of such party and its employees and agents. In the event such coverage is provided under a "claims made" policy, such coverage shall remain in effect (or the covered party shall procure equivalent "tail coverage") for a period of not less than five (5) years following termination of the Agreement.
8. **No Influence on Referrals.** It is not the intent of either party to this Agreement that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of the related parties to the other party or any affiliated providers, if any, or purchasing, leasing or ordering of any services other than specific services described in this Agreement. Any payments specified in this Agreement are consistent with what the parties reasonably to be fair market value for the service provided.
9. **Miscellaneous Provisions.**
  - a. **Independent Contractor.** It is mutually agreed that the PFD is at all times acting as an Independent Contractor in relation to the City of East Peoria. The City of East Peoria shall neither have nor exercise any control or direction over the methods by

which the City of Peoria Fire Department and its fire mechanics shall perform their duties arising hereunder.

- b. **Notices.** All notices, requests, demands or other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of services if served personally on the party to whom notice is to be given, or the second day after mailing if mailed to the party to whom notice is given, by first class mail, registered or certified, postage prepaid and properly addressed as follows:

If to the City of East Peoria

City of East Peoria  
Fire Department  
Address  
Attn: Bobby Zimmerman, Fire Chief

If to the PFD:

Peoria Fire Department  
505 N.E. Monroe  
Peoria, IL 61603  
Attn: Chief

Any party may change their address for the purposes of this Section by giving the other party written notice of the new address in the manner set forth above.

- c. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- d. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral and written agreements with respect thereto, and no amendment shall be valid unless it is documents in a written instrument duly executed by the party or parties making such amendment.
- e. **No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed to confer upon any person, any remedy or claim as third-party beneficiaries or otherwise.
- f. **Authority to Execute.** Each individual executing this Agreement on behalf of any entity, which is a party to this Agreement represents and warrants that her or she is duly authorized to execute and deliver this Agreement on behalf of said entity.

IN WITNESS WHEREOF, each party hereto has caused the Agreement to be executed in its name as of the date set forth below.

**NAME OF FIRE DEPARTMENT**

By: Bobby Zimmerman

Title: East Peoria Fire Chief

Date: 4-2-23

**PEORIA FIRE DEPARTMENT**

By: [Signature]

Title: Fire Chief

Date: 4-1-23

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