

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PEORIA AND THE CITY OF EAST PEORIA FOR MECHANICAL SERVICES AND REPAIR WORK ON FIRE APPARATUS**

**THIS AGREEMENT** is made and entered by and among the City of Peoria, an Illinois Municipal Corporation (“Peoria”), and the City of East Peoria (“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**, Peoria has employees who are certified and properly trained fire apparatus mechanics that provide specialized mechanical and repair work for Peoria’s various fire apparatus; and

**WHEREAS**, East Peoria desires to obtain the specialized mechanical and repair work for East Peoria’s fire apparatuses from Peoria; and

**WHEREAS**, Peoria desires to provide said mechanical and repair services to East Peoria under mutually beneficial terms and conditions set forth in this Intergovernmental Agreement (“Agreement”); and

**WHEREAS**, it is in the best interests of Peoria and East Peoria to enter into this Agreement;

**NOW, THEREFORE**, in consideration of the foregoing recitations and in consideration of the mutual covenants and agreement hereinafter set forth and pursuant to their powers and authority under the intergovernmental cooperation provisions of the Illinois Constitution and the Intergovernmental Cooperation Act and all other applicable authority, the City of Peoria and the City of East Peoria agree as follows:

1. **Incorporation of Recitals:** The foregoing recitals are hereby incorporated and made a part of this Agreement.
2. **Services Provided by Peoria:**
  - a. Peoria will provide maintenance and/or repair services for East Peoria fire apparatuses as described below. It is mutually understood that Peoria is not the sole provider of fire apparatus-related services for East Peoria and East Peoria may use any provider for the services contemplated herein.
  - b. Basic preventative maintenance may be requested and may include items such as: engine oil and filter change, fuel filter change, chassis and driveline lubrication, setting tire pressures, inspecting and filling fluids and general apparatus inspection. If any major mechanical issues are discovered during preventative maintenance, Peoria’s mechanics will notify the East Peoria designee and inform him or her of the problem. Maintenance records will be provided with a copy of the invoice.
  - c. Unscheduled and emergency repairs will be prioritized on a case-by-case basis. Peoria recognizes the need to have East Peoria’s fire apparatuses repaired and

returned to service promptly but reserves the right to prioritize its daily workloads as dictated by the needs of the Peoria Fire Department.

- d. All services performed by Peoria hereunder shall utilize manufacturer guidelines and/or the current National Fire Protection Association (NFPA) Standard 1911 for the inspection, maintenance, testing, and repair.
  - i. NFPA Standard 1911 defines minimum requirements for the maintenance and servicing of fire apparatuses. The standard requires all fire apparatus to be placed in service to be inspected, maintained, and tested by qualified personnel.
  - ii. Testing includes weight, road, and pump performance testing only be completed by qualified technicians. Inspection, maintenance, and repair to chassis, driving and crew compartments and body. Axles, tires, wheels, engine fuel systems, engine cooling systems, steering, and braking systems, transmissions to be performed and documented by qualified technicians. Inspection, maintenance and repair of water pumps and water tanks for the fire apparatus will be inspected, maintained, and repaired upon request. This includes transfer and priming pumps. Inspection, maintenance, and repair of aerial devices including hydraulic pumps and lines performed by qualified technicians.
  - iii. Peoria-trained and certified fire mechanics are qualified technicians to perform fire engine and fire truck inspection, maintenance, and repair.
  - iv. Peoria retains the right to recommend and perform only the services it determines are necessary and appropriate. The parties shall agree on the scope of services to be provided. East Peoria retains the right to seek services from another provider.
3. **Procedure.** When East Peoria determines that fire apparatus maintenance and/or repair services are necessary, it will contact the Peoria Fire Department with such a request for services. If Peoria has availability to make the repair, East Peoria will deliver the apparatus to the Peoria fire garage for repair. It is understood that Peoria cannot travel to East Peoria for any repairs and all work will be done on-site at the Peoria Fire Department garage.
4. **Communication.** East Peoria will notify Peoria through the appropriate channels at Peoria Fire Central or the Fire Garage located at 832 W. Hurlburt, (309) 494-8709.
  - a. The Peoria Fire Garage, working with the Peoria Fire Chief, will determine the availability of the Peoria fire mechanics.

**5. Compensation.**

- a. East Peoria agrees to pay Peoria for fire apparatus maintenance and/or repair services at the hourly rate of One Hundred Twenty-Five Dollars (\$125.00) per hour for each repair performed.
- b. East Peoria further agrees that, for all services performed outside of normal work hours, East Peoria shall pay a minimum of two (2) hours for each Peoria fire mechanic need to complete the services at the hourly rate of One Hundred Eighty Seven Dollars and 50/100 cents (\$187.50) per hour.

- c. Additional compensation may be owed by East Peoria to Peoria to reimburse the cost of any associated parts, supplies, and/or ancillary services (e.g. environmental disposal services) needed to complete the maintenance and/or repair services.
- d. Any such payment due hereunder will be payable within thirty (30) days of receipt of an invoice itemizing repair time and parts for each apparatus worked on.

6. **Waiver, Release and Indemnity: East Peoria hereby waives, releases, and holds harmless Peoria, its elected and appointed officers, officials, attorneys, and employees from and agrees that the Peoria shall not be liable for any claim, injury, or loss, no matter how sustained, allegedly arising out of or related in any way to the provision of, the use of, the misuse of, or the disruption or failure of the services pursuant to this Agreement, except only in the event of willful and wanton conduct on the part of Peoria as determined by a court of law making a specific finding of fact.**

**Each party agrees to mutually indemnify, defend, and hold harmless the other party, its officers, agent and employees for any and all third party claims, demands, damages, costs, and expenses, including reasonable attorneys' fees of any kind or nature whatsoever, resulting from bodily injury and physical injury to tangible property, caused by the negligent or willful act or omission by such indemnifying party's officers, agents, and employees in connection with, arising out of, or related to this Agreement.**

**Nothing in this Agreement prevents either party from asserting any tort immunities or other legal defenses against lawsuits instituted by any nonparty against one or both parties to this agreement.**

7. **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. In the event of termination of this Agreement, the Peoria shall have no further obligation to provide fire apparatus-related repair services hereunder. East Peoria shall be responsible for payment to Peoria for any actual costs incurred through the proposed termination date.

8. **Automobile Insurance.** Comprehensive Automobile Liability Insurance insuring bodily injury and property damage arising from all owned, non-owned and hired vehicles, if any, with minimum limits of liability of \$1,000,000.00 combined single limit, per accident. All insurance required to be carried by East Peoria hereunder shall: (i) be issued by one or more insurance companies reasonably acceptable to Peoria, licensed to do business in the State of Illinois, and having an AM Best's rating of A IX or better; and (ii) provide that said insurance shall not be materially changed, canceled or permitted to lapse on less than thirty (30) days' prior written notice to Peoria. In addition, East Peoria shall name Peoria as additional insureds under its commercial general liability, excess, and umbrella policies

(but only to the extent of the limits required hereunder). On or before the Commencement Date and thereafter, within thirty (30) days prior to the expiration of each such policy, East Peoria shall furnish Peoria with certificates of insurance evidencing all required coverages, and that with the exception of Workers Compensation insurance, such insurance is primary and non-contributory. Upon East Peoria's receipt of a request from Peoria, East Peoria shall provide Peoria with copies of certificates of insurance, evidencing the coverages required hereunder. If East Peoria fails to carry such insurance and furnish Peoria with such certificates of insurance or copies of insurance policies (if applicable), Peoria may obtain such insurance on East Peoria's behalf for apparatus/vehicles in Peoria's possession for repair and East Peoria shall reimburse Peoria upon demand for the cost thereof.

9. **Miscellaneous Provisions.**

- a. **Independent Contractor.** It is mutually agreed that Peoria is at all times acting as an Independent Contractor in relation to East Peoria. East Peoria shall neither have nor exercise any control or direction over the methods by which Peoria's fire mechanics perform their duties 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 East Peoria:

City of East Peoria  
401 W. Washington Street  
East Peoria, IL 61611  
Attn: Mayor

With a Copy to:  
City of East Peoria  
Fire Department  
400 E. Muller Road  
East Peoria, IL 61611  
Attn: Bobby Zimmerman, Fire Chief

If to Peoria:

City of Peoria  
419 Fulton Street  
Peoria, IL 61602  
Attn: City Manager

With a Copy to:  
Peoria Fire Department  
505 N.E. Monroe  
Peoria, IL 61603  
Attn: Shawn Sollberger, Fire 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 documented 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. **No Assignment.** Neither party shall assign this agreement without the prior written consent of the other party.
- g. **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.

**CITY OF EAST PEORIA**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF PEORIA**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_