

RESOLUTION #2023-21

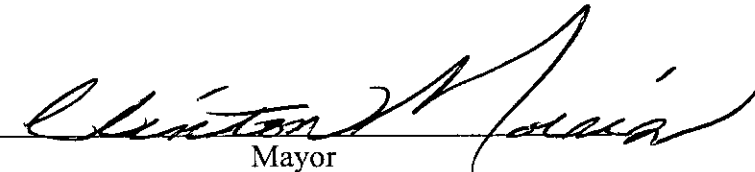
A RESOLUTION APPROVING AN INTERGOVERNMENTAL
AGREEMENT BETWEEN SCHOOL DISTRICT 100
AND THE CITY OF BELVIDERE
FOR EMS NON-TRANSPORT SERVICES

IT IS THEREFORE RESOLVED by the Mayor and City Council for the City of Belvidere as follows:

1. The Intergovernmental Agreement between the City of Belvidere and School District 100 for EMS Non-Transport Services, attached hereto as Exhibit A, is approved.
2. The Mayor is authorized to execute and the Clerk to attest an Intergovernmental Agreement with School District 100 for EMS Non-Transport Services in substantially the same form as the attached Exhibit A.

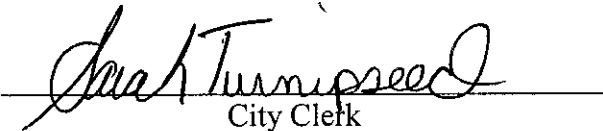
Adopted by the City Council of the City of Belvidere, Illinois, this 5th day of September, 2023.

Approved:



Mayor

Attest:



City Clerk

(SEAL)

Ayes: Gramkowski, McGee, Mulhall, Albertini, Fleury and Frank.
Nays: None.
Absent: Brereton, Freeman, Porter and Snow.
Date Approved: September 6, 2023

INTERGOVERNMENTAL AGREEMENT FOR
EMS NON-TRANSPORT SERVICES BETWEEN
SCHOOL DISTRICT 100 AND THE CITY OF BELVIDERE

THIS AGREEMENT is entered into on this 6th day of September, 2023 between the City of Belvidere (the City) and the Board of Education of the Belvidere Community Unit School District No. 100 (District 100), Boone County, Illinois (District 100), both located within Boone County, State of Illinois.

WHEREAS, Section 10 of Article 7 of 1970 Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) empower units of local government to contract among themselves to share services and exercise, combine, or transfer any powers not prohibited by law; and

WHEREAS, District 100 desires to have the services of City Emergency Medical Services (EMS), non-transportation only, available at the Belvidere High School (the High School) during certain school events; and

WHEREAS, the City determines that it is in the City's best interest to provide said services to the High School.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the adequacy of which is hereby acknowledged, the City and District 100 agree as follows:

1. RECITALS:
The foregoing recitals are incorporated herein by this reference as if fully set forth.
2. SERVICES PROVIDED:
 - A. The City shall provide two EMT-P personnel and an Advanced Life Support Vehicle (ALS), when available, to service as EMS-ALS providers at the High School events upon request from District 100. District 100 understands that the City must rely upon City EMT-P personnel agreeing to provide the services on an overtime basis. As such, the City cannot guarantee services for every requested High School event.
 - B. District 100 shall provide the City Fire Chief (the Chief) with not less than ten (10) days written notice of all High School events for which they desire EMS services. The Chief will notify District 100 as early as possible if the City is unable to provide services as requested.
 - C. The City will not provide static ALS transport services for High School events. The City and District 100 agree that the City will only provide EMT-P personnel and an ALS vehicle to be present at High School events and provide EMS services. In the event a patient needs transport an appropriate emergency vehicle will be summoned.

D. District 100 agrees that the City may withdraw the EMT-P personnel and the ALS vehicle in the event of a mass emergency or natural disaster.

3. EMT-P EMPLOYMENT:

The EMT-P personnel shall remain City employees and shall be supervised and remain subject to the City of Belvidere Fire Department chain of command. All activities of the EMT-Ps shall be taken as City employees and pursuant to applicable laws and the Fire Department's rules and regulations.

The Fire Chief, or his designee, shall coordinate the provision of EMS - ALS services with District 100.

4. COMPENSATION:

District 100 shall reimburse the City for 100% of the overtime costs incurred by the City in providing the EMT-P personnel. Further, District 100 will reimburse the City for any costs for supplies and materials incurred by the City in providing the services under this Agreement. District 100 shall reimburse the City within thirty (30) days of invoice from the City.

6. SERVICES TO BE SUPPLEMENTAL:

The parties agree that the services provided by this Agreement are in addition to general fire / EMS services provided by the City in the regular course of operating its Fire Department.

7. MISCELLANEOUS:

- A. This Agreement embodies the entire agreement between the parties with respect to the provision of EMS Non-transport services for High School events and Belvidere High School. No extension or amendment of this Agreement shall be made or claimed by any party to have any force or effect whatsoever, unless such extension or amendment shall be set forth in writing and signed by all the parties hereto.
- B. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- C. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
- D. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to conflicts of law rules. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, such invalidation shall not render invalid any other provisions of this Agreement which can be given effect without the invalid provision.
- E. The parties agree that any action brought under or relating to this Agreement shall be brought in the 17th Judicial Circuit, Boone County, Illinois and the parties hereby submit to the jurisdiction of and venue in that Court.

8. EFFECTIVE DATE:

This Agreement shall take effect on _____ and shall remain in effect until June 30, 2024. Either party may cancel this Agreement at any time prior to the expiration of the Agreement with sixty (60) days advance written notice of cancellation.

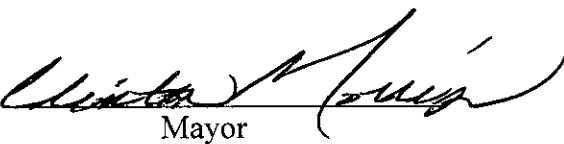
9. NOTICE:

Any notice required or given under this Agreement shall be given in writing and shall either be hand delivered or delivered through the U.S. Mail, postage prepaid, to the recipient at its formal administrative office. Any notice sent to the City shall be addressed to the Mayor with copies to the Fire Chief and the City Attorney. Any notice to District 100 shall be addressed to the Superintendent of Schools with copy to the Principals of the Schools.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the City and District 100 have caused this Agreement to be executed.

CITY OF BELVIDERE

BELVIDERE COMMUNITY UNIT
SCHOOL DISTRICT NUMBER 100

By: 
Mayor

By: _____
Its Board of Education President

Date: 9-6-2023

Date: _____

Attest:

Attest:

By: 
City Clerk

By: _____
Its Board of Education Secretary