

CITY OF LEROY
COUNTY OF MC LEAN
STATE OF ILLINOIS

ORDINANCE NO. 809

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF LEROY,
ILLINOIS, AND LEROY EMERGENCY AMBULANCE SERVICES, INC., FOR THE
PROVISION OF RADIO AND TELEPHONE DISPATCH SERVICES BY LEROY
EMERGENCY AMBULANCE SERVICE, INC., FOR THE CITY OF LEROY

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LE ROY THIS 17th
DAY OF August, 1998.

PRESENTED: August 17, 1998

PASSED: August 17, 1998

APPROVED: August 17, 1998

RECORDED: August 17, 1998

PUBLISHED: August 17, 1998

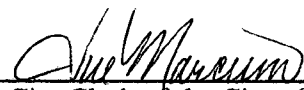
In Pamphlet Form

Voting "Aye" 5

Voting "Nay" 0

The undersigned being the duly qualified and acting City Clerk of the City of LeRoy does hereby certify that this document constitutes the publication in pamphlet form, in connection with and pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned ordinance and that such ordinance was presented, passed, approved, recorded and published as above stated.

(SEAL)

X 
City Clerk of the City of LeRoy,
McLean County, Illinois

Dated: August 17, 1998.

ORDINANCE NO. 809

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF LEROY, ILLINOIS, AND LEROY EMERGENCY AMBULANCE SERVICES, INC., FOR THE PROVISION OF RADIO AND TELEPHONE DISPATCH SERVICES BY LEROY EMERGENCY AMBULANCE SERVICE, INC., FOR THE CITY OF LEROY

WHEREAS, the Mayor and City Council of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, have determined that radio and telephone dispatch services for the city police department, ambulance and fire services provided by independent governmental agencies or private corporations to the residents of the City of LeRoy, and to facilitate the provision of other city services, including Emergency Disaster Services, need to be obtained and provided on a regular basis; and

WHEREAS, the Mayor and City Council of the City of LeRoy have determined that LeRoy Emergency Ambulance Service, Inc., is capable of providing the type of dispatch service and level of services required by the City of LeRoy, including dispatch services for the city police department and the city emergency disaster services agency; and

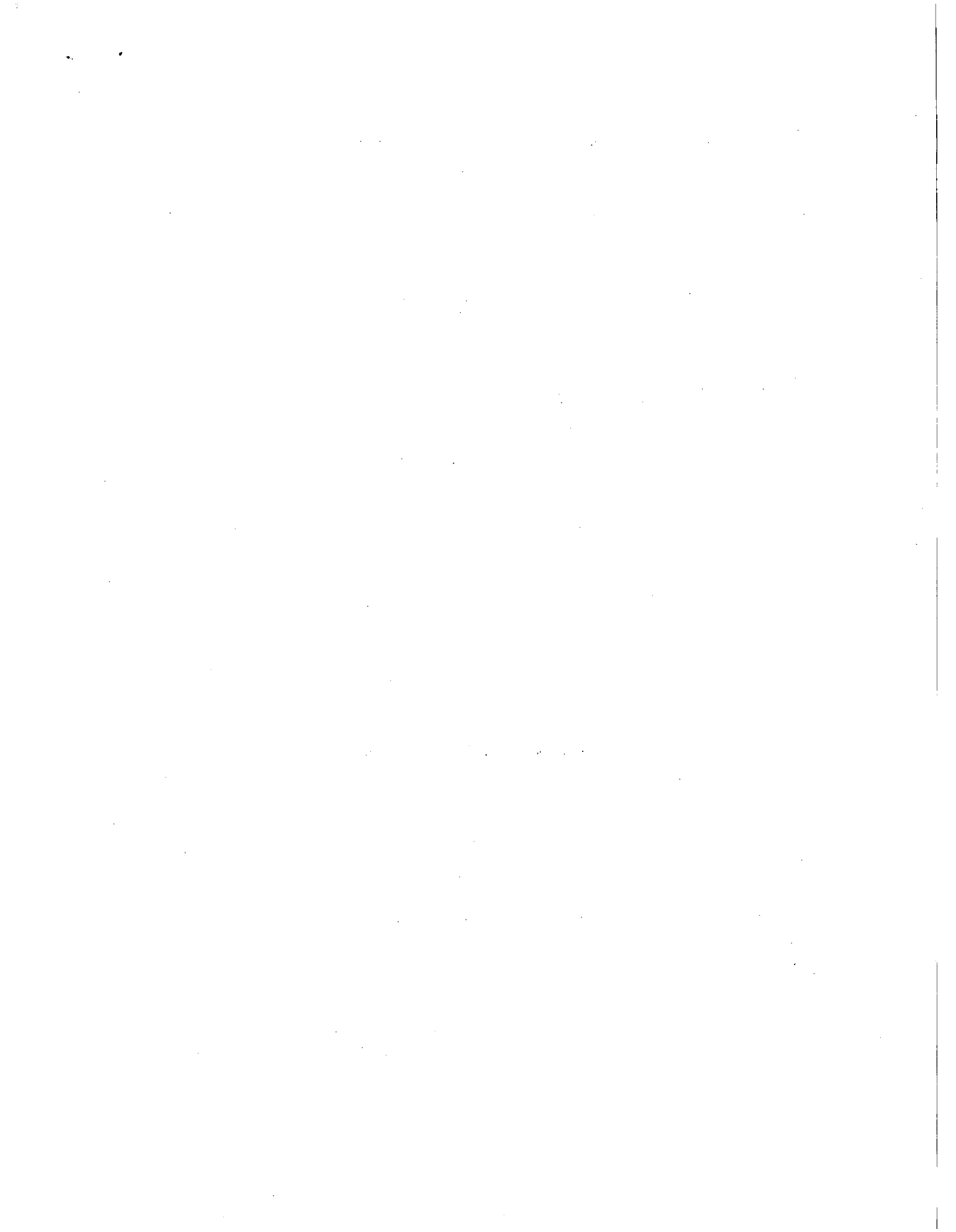
WHEREAS, Article 7, Section 10, of the 1970 Illinois Constitution authorizes City of LeRoy to contract with individuals, associations, and corporations in any manner,

NOW, THEREFORE, BE IT ORDAINED, by City Council of the City LeRoy, Illinois, in lawful meeting assembled, as follows:

Section 1. The contract concerning an agreement for the provision of dispatch services by LeRoy Emergency Ambulance Service, Inc., to the City of LeRoy, and payment by the City of LeRoy to LeRoy Emergency Ambulance Service, Inc., for such dispatch services, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, is hereby approved.

Section 2. The Mayor and City Clerk are hereby directed and authorized to sign the original and as many copies as appropriate of that agreement as set forth in Exhibit "A" attached hereto, being certain to obtain one or more fully signed copies for the records of the city.

Section 3: This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.



PASSED by the City Council of the City of LeRoy, Illinois, upon the motion by

Dick Oliver, seconded by Ryan Miles

_____, by roll call vote on the 17th day of August, 1998, as follows:

Aldermen elected 6 Aldermen present 5

VOTINGAYE:

Ryan Miles, Dave McClelland, W. H. Weber, Ron Litherland, Dick Oliver
(full names)

VOTINGNAY:

None
(full names)

ABSENT:

Dawn Thompson
(full names)


ABSTAIN:

None
(full names)

OTHER:

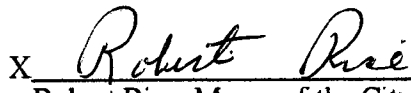
None
(full names)

and deposited and filed in the office of the acting City Clerk in said municipality on the 17th day of August, 1998.

X 
Sue Marcum, City Clerk of the City of LeRoy,
McLean County, Illinois


APPROVED BY the Mayor of the City of LeRoy, Illinois, this 17th day of

August, 1998.

X 
Robert Rice, Mayor of the City of LeRoy,
McLean County, Illinois

ATTEST:

(SEAL)



Sue Marcum, City Clerk, City of LeRoy,
McLean County, Illinois

**AGREEMENT FOR PROVISION OF DISPATCH
SERVICES FOR THE CITY OF LeROY**

This Agreement is entered into between the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, having its principal business office at 111 East Center Street, LeRoy, Illinois, hereinafter referred to as "CITY," and LeRoy Emergency Ambulance Service, Inc., an Illinois not-for-profit corporation, having its principal business office at 110 South East Street, LeRoy, Illinois, hereinafter referred to as "LEAS."

Recitals

A. The Mayor and City Council of CITY have determined that radio and telephone dispatch services for the city police department, ambulance and fire services provided by independent governmental agencies or private corporations to residents of the CITY, and to facilitate the provision of other city services, including emergency disaster services, need to be obtained and provided on a regular basis.

B. The Mayor and City Council of CITY have determined that LEAS is capable of providing the type of dispatch service and level of services required by CITY, including dispatch services for the city police department and the city emergency disaster services agency.

C. Article 7, Section 10, of the 1970 Illinois Constitution authorizes CITY to contract with individuals, associations, and corporations in any manner.

D. CITY has the authority to provide for radio and telephone communication dispatch services for its police department, emergency services disaster agency, and other city agencies and departments, including the water department, and streets and sanitation department, as well as various city officials. LEAS has experience in providing dispatch services for the city police department, and also for other city departments and agencies, as well as for the local provider of fire protection services (LeRoy Fire Protection District), and the local emergency ambulance service (operated by LEAS), and is thus able to provide the necessary radio and telephone dispatch services, and has authority, as an Illinois not-for-profit corporation, to enter into this Agreement.

Covenants

1. The foregoing Recitals set forth at the beginning of this Agreement are hereby incorporated in these Covenants by reference, and the parties hereto agree, to the best of the knowledge of each of the signatories to this Agreement, that all said Recitals are true and correct.

2. In order to continue to provide communication services for the CITY Police Department, Emergency Services Disaster Agency of the CITY, and to provide dispatch services for other CITY agencies and departments as well as CITY officials, as necessary from time to time, CITY hereby agrees with LEAS that CITY shall pay beginning September 1, 1998, and continuing for the period thru and including January 31, 1999, to LEAS those amounts as follow:

a. \$4,500.00 on or before September 24, 1998;

b. Beginning with the calendar month of September, 1998, LEAS shall total the wages for dispatch personnel including the Dispatch Supervisor, training costs, and the employer's share of all payroll taxes (including social security, Medicare, and state and federal unemployment taxes) for the calendar month of September and shall then render a billing statement showing the itemized expenses, as previously stated, the total of said expenses, and then showing the calculation of 90% of those total expenses, said 90% being agreed to be the CITY's share of such expenses and the CITY's obligation to pay to LEAS for dispatch services for the month of September, 1998;

c. For the months of October, November and December, 1998, and January, 1999, LEAS shall cause a similar calculation to be made at the end of the calendar month and shall then render a billing statement in the same form as previously stated herein, said billing statement to be delivered to the CITY in sufficient time prior to the third Monday of each calendar month, in order that the billing statement may be included in the list of bills to be submitted for consideration and approved by the City Council at its second regular city council meeting each calendar month;

d. CITY shall pay said billing within four regular business days after its second regular City Council Meeting of the month, so long as the billing is submitted in a timely manner and in the proper format;

e. CITY shall be obligated to pay no more than \$4,500.00 for any calendar month's expenses for dispatch services;

f. The \$4,500.00 payment to be submitted in September, 1998, shall be applied against the billing submitted in February, 1999, for the CITY's share of January, 1999, dispatch services, and to the extent the CITY's 90% share of such dispatch services is an amount less than \$4,500.00, LEAS shall promptly refund to CITY the difference between the \$4,500.00 to be paid in September, 1998, and the CITY's share of the actual January, 1999, dispatch service expenses. This Agreement shall expire effective January 31, 1999, with the LEAS being obligated to render a

billing statement after the calendar month of January, 1999, and the CITY being obligated to pay, as previously described herein, its 90% share of the aforesaid dispatch service expenses.

3. LEAS shall provide communication and dispatch services as follow:

The services provided by LEAS may include, but shall not be limited to, a telephone service providing for the dispatch of an appropriate emergency service unit upon receipt of a telephone request for such services and a decision as to the proper action to be taken; a telephone service whereby pertinent information is noted by the recipient of a telephone request for emergency services, and is then relayed to an appropriate public safety agency, or other provider of emergency services for dispatch of an emergency service unit; a telephone service which receives telephone requests for emergency services and directly transfers such requests to an appropriate public safety agency or other provider of emergency services; a telephone service which, upon the receipt of a telephone request for emergency services, provides the requesting party with the telephone number of the appropriate public safety agency or other provider of emergency services. LEAS shall provide the appropriate and necessary communications equipment required to produce a response by an appropriate emergency public safety agency as a result of an emergency call being placed to the McLean County 9-1-1 system, and then relayed to the LEAS dispatch service, or a call made directly to the LEAS dispatch service. LEAS shall provide telephone services capable of receiving primary emergency telephone calls to designated primary emergency telephone numbers, and shall also maintain a separate capability to receive calls made to a separate secondary emergency back-up number or non-emergency telephone calls to one or more designated numbers. To the fullest extent reasonably possible, given the technology available and the cost of same, LEAS shall provide services capable of being accessible by hearing-impaired and voice-impaired individuals through the use of telecommunications technology for hearing-impaired and speech-impaired individuals. Establishment of the system, operation of the system, hiring, training, disciplining, and termination of personnel as well as supervision of personnel, all in regard to the provision of the services contracted for under this Agreement, shall be totally within the control and responsibility of LEAS. The parties hereto shall cooperate to the fullest extent possible to establish systems and procedures whereby emergency and non-emergency messages, requests and communications received by LEAS to be forwarded to CITY or any of its appropriate departments or officials shall be accomplished in the manner most efficient and likely to obtain the most beneficial results. LEAS agrees to provide 24-hour emergency and non-emergency communications and dispatch services to CITY and its various departments and officers, said service to be provided without interruption. LEAS shall establish and maintain procedures and supporting equipment and personnel to provide an accurate and legible written log of all radio and telephone activities, shall operate pager devices and sirens as determined appropriate by written procedures set down by the Mayor and City Council, as appropriate, City of LeRoy Police Chief,

as appropriate, and LeRoy Emergency Services Disaster Agency Director, as appropriate. The parties hereto shall provide written requirements for notification of various CITY agencies, departments, and officers in circumstances as shall be set forth in writing. Such written directions shall be signed and dated by an appropriate representative of CITY and an appropriate representative of LEAS and shall remain in force until amended in writing, or terminated, in writing. LEAS, through its dispatch and communications service as provided in accordance with this Agreement shall coordinate activities of the City of LeRoy Police Department, the LeRoy Fire Protection District, LeRoy Emergency Ambulance Service, LeRoy Emergency Service Disaster Agency, Empire Township, City of LeRoy Street Department, Water Department and Sewer Department, as agreed from time to time in writing among the various parties.

4. The parties to this Agreement, with the assistance of other organizations and governmental entities, such as the LeRoy Fire Protection District and Empire Township, shall establish an advisory board or council, to be known as the "LeRoy Area Communications Advisory Council," which council shall have the duty of meeting from time to time as it sees fit, and investigating various matters pertaining to the provision of dispatch and other communications services to local governmental entities, which investigative functions shall include holding formal and informal hearings from time to time as may be appropriate, considering issues pertaining to the provision of communications services to any one or more local governmental entities or private not-for-profit organizations involved with or interested in the provision of emergency services to individuals residing within the City of LeRoy and the surrounding area, and making recommendations to any one or more appropriate local bodies regarding the provision of communications services to that body, the enhancement of communications services already being provided, and the interaction of the various local government bodies, including governmental entities and not-for-profit organizations and county governments in McLean County and adjoining counties, as well as nearby municipal and township governments. The advisory council shall consist of at least one representative appointed by the Mayor of the City of LeRoy, one representative appointed by the President of LeRoy Emergency Ambulance Service, Inc., one representative appointed by the Trustees of the LeRoy Fire Protection District, one representative appointed by the Supervisor and Trustees of Empire Township, and the City of LeRoy Police Chief. The advisory council shall have no authority to make any binding decisions on behalf of any constituent body, nor to expend any funds in the furtherance of its functions. The members of the advisory council shall provide their own rules of procedure and shall appoint a chairman and such other officers as may be appropriate from time to time in the matter as determined by the advisory council members. The members of the advisory council will also serve without any type of payment or reimbursement.

5. LEAS shall prepare an annual budget for its fiscal year beginning January 1, 1999, and continuing through and including December 31, 1999, for the provision of dispatch services to the City of LeRoy and for the benefit of the residents of the City of LeRoy. This budget shall be prepared in advance of the beginning of the fiscal year, and a copy submitted to the City of LeRoy prior to January 1, 1999. The City shall have no authority to approve or reject the budget.

6. LEAS shall provide CITY, on a monthly basis, along with the billing statement to be rendered for the preceding calendar month, a written report analyzing the provision of services and, to the fullest extent reasonably possible, matching provision of services with expenditure of funds as provided from time to time by CITY in furtherance of the purposes of this Agreement. The written analysis report shall include numbers of calls made in a day, week, month, or other time period as the parties may agree from time to time, number of emergency calls received, number of non-emergency calls received, and other information as the parties may deem appropriate or necessary from time to time, and in keeping with technological capabilities of LEAS and CITY to record, assemble, analyze and provide.

7. Each party to this Agreement shall be responsible for providing its own insurance coverage for any claim that might arise as a result of the provision of communications and dispatch services to the other party, or for any claim that may arise as a result of the response, or failure to respond, to any emergency or non-emergency communication or dispatch provided to the party receiving communication and dispatch services under this Agreement.

8. This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties hereto, by any appropriate action at law or in equity to secure the performance of the Covenants herein contained. Upon a breach of this Agreement, any of the parties in any court of competent jurisdiction, by any action or proceeding at law or in equity, may be awarded damages for failure of performance, may obtain rescission and damages for repudiation or material failure of performance, or may exercise any other remedy available at law or in equity.

9. If any provision of the Agreement is held invalid, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

10. This Agreement shall be construed, governed and administered in accordance with the laws of the State of Illinois without regard to the principles of conflicts of law.

11. Each party agrees to cooperate with the other in carrying out the provisions of this Agreement and shall execute and deliver, or cause to be executed and delivered, such additional documents and instruments to do, or cause to be done, all further and additional things necessary, proper or advisable under applicable law to consummate and make effective the matters contemplated by this Agreement.

12. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof, and constitutes a full integration of the understandings and agreements among the parties to this Agreement.

13. Time shall be deemed the essence of this Agreement. Each party agrees to use its best efforts and to make every reasonable effort to expedite the subject matter hereof and each party acknowledges that the successful performance of this Agreement requires the continuing cooperation of each party to this Agreement.

14. Except as otherwise provided in this Agreement, whenever consent or approval of another party is required, such consent or approval shall not be unreasonably withheld.

15. Section or paragraph headings, or lack thereof, that may be used at various places throughout this Agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

16. Should any party to this Agreement incur fees, costs, or other expenses, including, but not limited to, reasonable attorneys' fees, as a result of the other party's breach of any provision of this Agreement or failure to perform any obligation under the terms of this Agreement, then the party breaching or so failing to perform shall be liable to the other party for such reasonable attorneys' fees, costs and expenses incurred by such other party or parties in enforcing its or their remedies or the provisions of this Agreement.

17. Except as otherwise provided in this Agreement, any failure of any of the parties to comply with any obligation, covenant, agreement or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist on strict compliance shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

18. All notices, consents, waivers, or other communications required or permitted hereunder shall be sufficient if given in writing and delivered personally, or by telephone facsimile

followed by mail, or by express mail or certified or registered mail, as follow (or to such other addressee or address as shall be set forth in a notice given in the same manner):

IF TO CITY:

City Clerk, City of LeRoy
City Hall
111 East Center Street
LeRoy, IL 61752

IF TO LEAS:

Secretary
LeRoy Emergency Ambulance Service, Inc.
110 South East Street
LeRoy, IL 61752

19. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any other counterpart.

20. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement as well as their respective assigns or successors in interest.

IN WITNESS WHEREOF, the undersigned governmental unit and private not-for-profit corporation have caused this Agreement to be duly executed and attach herewith copies of the ordinance of the CITY and resolution of the Corporation authorizing the officials to sign this document to execute this Agreement.

Dated this _____ day of _____, 1998.

City of LeRoy, McLean County, Illinois

LeRoy Emergency Ambulance Service, Inc.

By: _____
Robert Rice, Mayor

By: _____
_____, President

Attest: (SEAL)

Attest: (SEAL)

Sue Marcum, City Clerk

_____, Secretary

CERTIFICATE

I, Sue Marcum, certify that I am the duly appointed and acting municipal clerk of the City of LeRoy, of McLean County, Illinois.

I further certify that on August 17, 1998, the Corporate Authorities of such municipality passed and approved Ordinance No. 809, entitled:

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF LEROY, ILLINOIS, AND LEROY EMERGENCY AMBULANCE SERVICES, INC., FOR THE PROVISION OF RADIO AND TELEPHONE DISPATCH SERVICES BY LEROY EMERGENCY AMBULANCE SERVICE, INC., FOR THE CITY OF LEROY,

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 809, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on August 17, 1998, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at LeRoy, Illinois, this 17th day of August, 1998

(SEAL)



Municipal Clerk

STATE OF ILLINOIS)
) SS:
COUNTY OF McLEAN)


I, Sue Marcum, do hereby certify that I am the duly qualified and acting City Clerk of the City of LeRoy, McLean County, Illinois, and as such acting City Clerk that I am the keeper of the records and files of the Mayor and the City Council of said City.

I do further certify that the foregoing is a true, correct and complete copy of an ordinance entitled:

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF LEROY, ILLINOIS, AND LEROY EMERGENCY AMBULANCE SERVICES, INC., FOR THE PROVISION OF RADIO AND TELEPHONE DISPATCH SERVICES BY LEROY EMERGENCY AMBULANCE SERVICE, INC., FOR THE CITY OF LEROY.

I do further certify said ordinance was adopted by the City Council of the City of LeRoy at a regular meeting on the 17th day of August, 1998, and prior to the making of this certificate the said ordinance was spread at length upon the permanent records of said City where it now appears and remains as a faithful record of said ordinance in the record books.

Dated this 17th day of August, 1998.

X 

City Clerk

(SEAL)