

**VILLAGE OF DAWSON, ILLINOIS AND
MECHANICSBURG COMMUNITY FIRE PROTECTION DISTRICT
INTERGOVERNMENTAL COOPERATION AGREEMENT
FOR EMERGENCY MEDICAL SERVICES (EMS)**

THIS AGREEMENT entered into by and between the Village of Dawson, Illinois, an Illinois municipal corporation, which operates the Village of Dawson Fire Department (hereinafter referred to as the “Village”), and the Mechanicsburg Community Fire Protection District, an Illinois fire protection district, with principal offices in the Village of Mechanicsburg, Illinois, (hereinafter referred to as “MFPD”), WITNESSETH:

WHEREAS, the Village provides fire protection services and emergency medical services (EMS) through its Fire Department to residents of the Village of Dawson, Illinois, and elsewhere in Sangamon County, Illinois, pursuant to intergovernmental cooperation agreements and as requested by fire protection districts and other municipalities; and

WHEREAS, MFPD provides fire protection services within its district in Sangamon County, Illinois, and elsewhere pursuant to intergovernmental cooperation agreements with other fire protection districts and municipalities, including, without limitation, the Village; and

WHEREAS, the Village has allowed its emergency medical services (EMS) unit to provide services to residents within the Mechanicsburg Fire Protection District at the request of MFPD; and

WHEREAS, the Village requires some funding for the EMS it provides in the Mechanicsburg Community Fire Protection District to offset its cost of operations; and

WHEREAS, the parties hereto desire to memorialize their agreement and to provide for payment from MFPD as specified herein for the continuing EMS services provided by the Village within the Mechanicsburg Community Fire Protection District, all upon the terms and conditions hereinafter set forth:

NOW, THEREFORE, pursuant to the authority contained in Article VII, Section 10 of the Constitution of the State of Illinois, and in the Illinois Intergovernmental Cooperation Act (**5 ILCS Sec. 220/1 et seq.**) and pursuant to all other statutory or common law authority and rights of contract, the parties hereto agree as follows:

1. The Village hereby authorizes the members of its Fire Department and EMS unit to provide emergency medical services and equipment to residents within the territory of the Mechanicsburg Community Fire Protection District in Sangamon County, Illinois, on an as needed basis and when the employees and equipment of such Department are available and can

reasonably respond to the request for emergency medical services to each residents, recognizing that the Village EMS unit has primary responsibility to provide services to the residents of the Village.

2. The Village authorizes the representatives and members of its EMS unit to provide basic life support (BLS) services as the same are defined under the Emergency Medical Services (EMS) Systems Act (**210 ILCS Sec. 50/1 et seq.**) for residents within the territory of the Mechanicsburg Community Fire Protection District upon request and as can be reasonably provided by the Village.

3. The Village agrees to provide MFPD with the following equipment for use by properly trained and qualified personnel and volunteers of MFPD to provide EMS within the Mechanicsburg Community Fire Protection District:

- a. Automatic External Defibrillator
- b. Pacific Emergency Products Trauma Bag (as currently used by the Dawson Fire Department)
- c. One (1) Ferno 2001 orange back board

4. **Duration of Contract.** This Contract shall be in full force and effect from and after its effective date and continue for a period of **three (3) years** unless and until such time as either party provides the other with **thirty (30) days** advanced notice of termination of this Agreement. MFPD shall have the option to renew this Contract for an additional **two (2) years** at the end of the primary term upon giving the Village **thirty (30) days** advance written notice before the expiration of the primary terms.

5. **Annual Fee.** MFPD agrees to pay to the Village on **September 1, 1999**, and on the same day of each year thereafter during the term of this Agreement, a non-refundable fee in the amount of **Two Thousand Five Hundred Dollars (\$2,500.00)** as and for its contribution towards the costs of providing EMS to citizens within the territory of the Mechanicsburg Community Fire Protection District.

6. **Indemnification.** MFPD agrees to indemnify, save and hold harmless the Village of and from any claims, demands, losses, damages, costs and liabilities of whatsoever kind and character, which may arise as a result of the performance of services by the Village EMS unit personnel and volunteers, given in good faith and upon request of representation of the Mechanicsburg Community Fire Protection District for residents within such district, which indemnification includes, without limiting the generality of the foregoing, legal fees, court costs, witness and expert witness fees and case costs incurred by the Village in defense of any action brought as a result of any of its EMS unit services for any residents within the Mechanicsburg Community Fire Protection District, whether such action is meritorious or not, and regardless of the outcome of such action.

7. The Village and MFPD further agree to provide to each other and to the residents of their respective jurisdictions support through manpower and personnel as may be available to such provider to enable the other to carry out EMS within either jurisdiction.

8. **Effective Date.** This Agreement shall become effective on approval of the governing bodies of the Village and MFPD and the execution of this Agreement by each governing body's authorized representatives.

9. This Agreement shall remain in force and effect until terminated as provided herein or upon expiration of the period of duration hereof.

10. This Agreement shall be governed by all applicable laws of the State of Illinois.

11. Copies of this Agreement shall be filed with the Village Clerk of the Village of Dawson, Illinois, and with the Clerk of the Mechanicsburg Community Fire Protection District.

12. Each of the parties hereto has caused its authorized representatives to execute this Agreement following adoption by the governing board thereof on the date and year hereinafter indicated.

VILLAGE OF DAWSON

MECHANICSBURG COMMUNITY
FIRE PROTECTION DISTRICT

BY: _____
Robert Day, Mayor

BY: _____
President of the Board of Trustees

ATTEST:

ATTEST:

_____(SEAL)
Clerk

_____(SEAL)
Clerk

Date: _____

Date: _____