

RESOLUTION NO. 2025 - 15

**A RESOLUTION APPROVING
CITY OF PEORIA FIRE DEPARTMENT AUTOMATIC AID AGREEMENT**

WHEREAS, the Village Board desires to provide assurance for adequate staffing for Fire Department response calls involving structure fires, vehicle accidents involving extrication and cardiac arrest calls; and

WHEREAS, the City of Peoria Fire Department has agreed to provide automatic responses to structure fires, vehicle accidents involving extrication and cardiac arrest calls occurring within the Village of Peoria Heights; and

WHEREAS, Village Board finds that the City of Peoria automatic response agreement is in the best interest of the residents of the Village of Peoria Heights;

NOW THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF PEORIA HEIGHTS, PEORIA COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. That the findings and recitations hereinabove set forth are adopted and found to be true.

Section 2. That the Mayor or Village Administrator is hereby authorized to enter into an automatic response agreement with the City of Peoria that provides for the City of Peoria Fire Department to provide automatic responses to structure fires, vehicle accidents involving extrication and cardiac arrest calls occurring within the Village of Peoria Heights, at prices not to exceed the following:

Structure Fires / Fully Involved	\$ 5,500.00
Fire Calls / Limited Involvement (one engine / one battalion chief)	\$ 1,500.00
Vehicle Accidents Involving Extrication	\$ 3,500.00
Cardiac Arrest Calls with Advanced Life Support Response	\$ 1,500.00

Section 3. The automatic response agreement will further provide that the City of Peoria Fire Department will include Peoria Heights firefighters in its regular training program at no additional charge to the Village of Peoria Heights, the Village Board will provide regular, quarterly evaluations of performance under the agreement with the Village Fire Chief attending Village Board meetings to report and answer questions, the Village will terminate the agreement once the Village has four trained firefighters per shift, and the Village of Peoria Heights or the City of Peoria may terminate the agreement at any time by providing written notice to the other party.

Section 4. The Village shall maintain Mutual Aid Box Alarm System agreements, and nothing will keep the Village from requesting and/or providing mutual aid to other departments, which shall be dispatched concurrently as the situation warrants.

Section 5. The Peoria Heights Fire Chief or Assistant Chief shall have sole authority to determine incident command for all incidents occurring within the jurisdictional boundaries of the Village of Peoria Heights; the Peoria Heights Command Officer retains ultimate oversight and responsibility; personnel from the City of Peoria Fire Department shall operate under the direction of the designated incident commander.

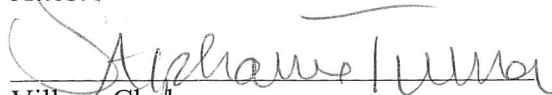
Section 6. The Village Administrator is authorized to implement all procedures and agreements necessary to recoup costs for any incident where fees are incurred by the City of Peoria for services provided to a nonresident of the Village, whether reimbursement is by the responsible party or their insurance.

Section 7. This Resolution shall be in full force and effect immediately upon its passage and approval by the President and the Board of Trustees.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF PEORIA HEIGHTS, PEORIA COUNTY, ILLINOIS, IN REGULAR AND PUBLIC SESSION AND APPROVED BY THE PRESIDENT THIS 7TH DAY OF OCTOBER, 2025.


Village President

Attest :


Village Clerk

INTERGOVERNMENTAL AGREEMENT FOR FIRE SERVICES

This Intergovernmental Agreement (hereinafter "Agreement") is made and entered by and among the City of Peoria ("City"), an Illinois Municipal Corporation, and the Village of Peoria Heights ("Village"), an Illinois Unit of Local Government, effective 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 2201/1 *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 fire and first responder services ("FFR Services") and employs licensed or certified firefighters to provide such services;

WHEREAS, Village is a provider of basic FFR Services that operates within the boundaries of Peoria Heights, Illinois; and

WHEREAS, from time to time, Village may require that the PFD provide fire personnel to render FFR Services to augment the FFR Services rendered by the Village. The delivery of FFR Services and associated services as specified in this Agreement shall be referred to herein as "Fire Services"; and

WHEREAS, Village desires that PFD provide and PFD is willing to make available Fire 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 and the Village agree as follows:

1. **Fire Services.** The PFD will be dispatched to provide automatic responses to the following categories of Fire Services: (1) structure fire; (2) vehicle accidents involving extrication including entrapment; and (3) cardiac arrest calls occurring within the Village of Peoria Heights. The PFD retains discretion regarding the number and type of apparatus and personnel responding based on call conditions and dispatch information.
2. **Compensation**
 - a. **Base Rates. The following initial base charges apply for typical responses:**
 - i. Structure Fires / Fully Involved.....\$5,500.00
 - ii. Fire Calls / Limited Involvement (one engine / one battalion chief).....\$1,500.00
 - iii. Vehicle Accidents Involving Extrication.....\$3,500.00
 - iv. Cardiac Arrest Calls with Advanced Life Support Response.....\$1,500.00

- b. **Additional Charges for Expanded Response or Extended Operations.** If the complexity, duration, or risk of the incident requires additional personnel, apparatus, specialized equipment, consumables, or extended scene time beyond a standard deployment, the City may invoice the Village for additional reasonable costs. Examples include but are not limited to:
 - i. Second alarms or additional apparatus
 - ii. Use of specialized technical rescue tools, personnel and equipment
 - iii. Hazardous materials responses and management
 - iv. Extraordinary staffing costs that include large commercial complexes that may require more than a standard response.
 - v. Any incident that the Village of Peoria Heights calls the City of Peoria Fire Department that would require more than a standard, automatic aid response.
 - c. **New Rate Adoption/Annual Review.** The City may update the rates on not less than thirty (30) days' written notice, provided the rates remain tied to the City's cost of service.
3. **Billing and Payment Terms.**
- a. **Invoice.** The City shall bill the Village by written invoice on a monthly basis.
 - b. **Payment Due Date.** The Village shall remit payment within thirty (30) days of receipt of the invoice.
 - c. **Late Charges.** Past due invoices accrue interest at 1.5% per month.
 - d. **Billing Disputes.** The Village must provide written objection within fifteen (15) calendars days of invoice receipt. The village shall pay undisputed amounts timely.
 - e. **Recovery from Responsible Parties.** The City may pursue recovery from any third party (or their insurer). The existence of such claims does not delay or reduce the Village's responsibility to the City.
4. **Training.** The PFD will include Peoria Heights firefighters in its regular training program at no additional charge to the Village of Peoria Heights. Minimum (30) days required communication deadline for Village of Peoria Heights requests for training at the Peoria Fire Department Training Tower.
5. **Mutual Aid.** The Village will maintain mutual and Mutual Aid Box Alarm System ("MABAS") agreements, and nothing will keep the Village from requesting and/or providing mutual aid to other departments which shall be dispatched concurrently as the situation warrants. Where incidents fall within the defined Fire Services under this Agreement, the compensation provisions herein apply rather than mutual aid protocols.
6. **Command.** The Peoria Heights Fire Chief or Assistant Chief ("Command Officer") shall have discretion to determine incident command for all incidents occurring within the jurisdictional boundaries of the Village. Any automatic aid response fulfilled by the City

of Peoria Fire Department shall be commanded by the highest ranking Peoria Fire Department officer on the scene.

7. **Oversight and Direction.** Peoria Heights retains overall responsibility for incidents occurring within its boundaries. Personnel from the PFD shall operate under the direction of the designated Peoria Fire Department incident commander unless otherwise agreed at the scene. City personnel may remove themselves or City equipment from service at any scene, if, in the judgment of the City's ranking officer, continued participation presents an unreasonable safety risk. Such a withdrawal shall not constitute breach of this Agreement.
8. **Incidental Costs.** The Village Administrator is authorized to implement all procedures and agreements necessary to recoup costs for any incident where fees are incurred by the City for services provided to a nonresident of the Village, whether reimbursement is by the responsible party or their insurance company.
9. **Review of Services.** The Board of the Village of Peoria Heights will provide regular, quarterly evaluations of performance under the agreement with the Village Fire Chief attending Village Board meetings to report and answer questions.
10. **Injury to Peoria Personnel/Worker's Compensation.** If any PFD firefighter is injured, becomes ill or suffers a fatal injury while providing services under this Agreement within the jurisdiction of Peoria Heights, the Village shall reimburse the City for any benefits paid or payable by the City including medical, worker's compensation, indemnity, disability, pension liability or death benefits, to the extent allowed by law.
 - a. **Defense Coordination.** The parties will reasonably cooperate in investigation and claim handling but the Village shall ultimately bear responsibility for such costs.
 - b. **No Waiver.** Nothing in this section constitutes a waiver of immunities or defenses available to either party.
11. **Indemnification.** To the fullest extent permitted by law, the Village agrees to defend, indemnify, and hold harmless the City, its officers, employees, and agents from and against any and all claims, damages, liabilities, injuries, losses, demands, causes of action, workers compensation or disability pension exposure or expenses (including reasonable attorneys' fees) arising out of or related to:
 - a. Any incident occurring within the Village during which the City provides services under this Agreement; or
 - b. Any act or omission of Village personnel or command authority; or
 - c. Any claim arising out of command decisions made under Section 6; or
 - d. Any injury, illness or death of PFD personnel for which the City incurs liability or cost.
12. **Term and Termination.** This Agreement shall commence upon the date which it is fully executed by both Parties ("Effective Date") and shall remain in effect for a period of two (2) years thereafter unless terminated earlier. Either party may terminate this Agreement

with sixty (60) days written notice to the other party. All invoices for services rendered prior to termination remain due and payable.

13. **Notices.** All written notice shall be provided to the following:

a. If to the Village

Peoria Heights Fire Department
4901 N Prospect Road
Peoria Heights, IL 61616
Attn: Chief

b. If to the PFD

Peoria Fire Department
505 NE Monroe
Peoria, IL 61603
Attn: Chief

With a Copy To:

City of Peoria
Legal Department
419 Fulton Street
Suite 403
Peoria, IL 61602
Attn: Corporation Counsel

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

14. **Miscellaneous Provisions.**

- a. **Tort Immunity.** Nothing contained in this Agreement shall be construed as a waiver of any immunity or defense to either party under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et. seq.* or any other applicable law.
- b. **Insurance.** The Village shall maintain liability insurance (including general liability and auto liability) with limits not less than \$2,000,000 per occurrence. The Village will name the City as an additional insured under its liability policy. Upon request, the Village shall provide the City with a Certificate of Insurance.
- c. **Records and Freedom of Information Act.** All parties shall cooperate in responding to Freedom of Information Act requests, subpoenas, or other legal demands for records relating to Fire Services incidents. The village shall reimburse the City for any extraordinary costs of record retrieval or response.
- d. **Dispute Resolution.** Any dispute arising under this Agreement shall first be addressed through good-faith administrative meetings between the Fire Chiefs. If unresolved, the matter shall be elevated to the City Manager and Village

Administrator. If still unresolved, the Parties shall enter non-binding mediation prior to initiating litigation.

- e. **Choice of Law.** This agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- f. **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 amendments shall be valid unless it is documented in a written instrument duly executed by the party or parties making such amendment. Concerning the provision of Fire Services. The parties further acknowledge that they have separately entered into a Dispatch Services Agreement and that Agreement is expressly preserved and incorporated by reference for the purposes of defining dispatch responsibilities. Nothing in this Agreement shall be construed to modify or terminate any Dispatch Services Agreement.
- g. **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.
- h. **Authority to Execute.** Each individual executing this Agreement on behalf of any entity, which is a party to this Agreement represents and warrants that he 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 Peoria

By: _____

Mayor

Date: 2/2/2026

Attest _____

City Clerk

Date: 2/2/2026

Village of Peoria Heights

By: _____

Mayor

Date: _____

Attest _____

Village Clerk

Date: _____