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Memorandum

DATE: February 6, 2008
TO: Urbana City Council
FROM: Jack Waaler, Special Counsel, and Mike Dilley, Fire Chief
RE: University of Illinois Fire Contracts

Background: The City previously approved Intergovernmental Agreements relating to mutual aid with the City of Urbana and with the University of Illinois to provide fire services. The essence of the agreements provide that the City of Urbana would be the first responder in areas south of Windsor Road, and the City of Champaign will provide automatic assistance under the Mutual Aid Agreement to these areas.

The original area covered by these two agreements went south to Curtis Road. It has since been agreed with the University that the area to be covered should be extended to Old Church Road (one mile south of Curtis Road), and east of First Street. This area is presently in the Philo Fire Protection District. Philo Fire Protection District has indicated they have no objection and is, in fact, in favor of withdrawing services from University property and in favor of services to be provided by the City of Urbana. University property being exempt from real estate property taxes represents no revenue loss to the Philo Fire Protection District.

With the University's expansion to the south, the University is desirous of insuring a fire protection authority to the new South Farm area. This agreement provides for response times that are consistent with the needs of that area according to the University.

Thus, two agreements are before you: First, the amendment to the Mutual Assistance Agreement between the cities of Champaign and Urbana. This agreement merely changes the legal description of the area to be covered pursuant to the agreement with the University for Fire Protection Services.

Secondly, an amendment to the Intergovernmental Agreement between the University of Illinois, and the cities of Champaign and Urbana for Fire Protection Services wherein the cities agree to extend Fire Protection Services to the new area.

You will note that the ordinance approving the amendment to the Mutual Assistance Agreement, also provides that the Mayor is authorized to execute future amendments to these agreements to provide for adjustment of boundaries for mutual assistance and fire protection services if such are deemed to be in the best interest of the City.

ORDINANCE NO. 2008-02-009

AN ORDINANCE APPROVING AN AMENDMENT TO AN INTERGOVERNMENTAL
AGREEMENT
WITH THE CITY OF CHAMPAIGN, AND AN AMENDMENT TO AN INTERGOVERNMENTAL
AGREEMENT
WITH THE UNIVERSITY OF ILLINOIS AND THE CITY CHAMPAIGN

(Fire Protection Mutual Assistance/Fire Protection Services

WHEREAS, City Council approved an Intergovernmental Agreement Between the University of Illinois and the Cities of Champaign and Urbana for fire protection services in Ordinance 9798-53, passed October 20, 1997; and

WHEREAS, the City Council approved an Intergovernmental Agreement Between the Cities of Champaign and Urbana for fire protection mutual assistance on March 16, 1998, in Ordinance 9798-97; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That the Amendment to the Intergovernmental Agreement Between Champaign and Urbana for fire protection mutual assistance attached hereto is hereby approved.

Section 2. That the Amendment to the Intergovernmental Agreement Between the University of Illinois and the Cities of Champaign and Urbana for fire protection services attached hereto is hereby approved.

Section 3. That the Mayor is hereby authorized to execute the Agreements approved in Sections 1 and 2 in substantially the same form as attached hereto.

Section 4. That the Mayor is hereby authorized to execute Amendments to the aforementioned Agreements in the future to provide for the adjustment of boundaries for mutual assistance and fire protection services as in the best interests of the City; provided, however, that upon such adjustments, that any such adjustments in boundaries shall be pursuant to a written Amendment and which is Amendment is provided to the City Council immediately after execution.

PASSED by the City Council this _____ day of _____, 2008.

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, 2008.

Laurel Lunt Prussing

**AMENDMENT TO MUTUAL ASSISTANCE
AGREEMENT BETWEEN THE CITIES OF CHAMPAIGN AND URBANA**

WHEREAS, the Cities of Champaign and Urbana have previously entered into a Mutual Assistance Agreement in 1998; and

WHEREAS, the parties desire to adjust the area covered by the Agreement.

NOW, THEREFORE, THE CITY OF CHAMPAIGN AND THE CITY OF URBANA agree as follows:

Section 1. That the Mutual Assistance Agreement Between the Cities of Champaign and Urbana entered into in 1998 is hereby amended by the substitution of the attached map as Exhibit "A".

Section 2. That Section 3 shall read as follows:

"The parties recognize that the area described as commencing at University Avenue and the Illinois Central Railroad tracks (now the Canadian National Railroad Tracks), thence east to Lincoln Avenue, then south to Florida Avenue, then east to Race Street, thence south to Old Church Road, thence west to south First Street, thence north to Curtis Road, thence west to the Illinois Central Railroad tracks (now the Canadian National Railroad Tracks), thence north to University Avenue as described in Exhibit "A" (map), will be the response area covered by the protocols. The Fire Chiefs, by written agreement from time to time, may agree to minor changes in boundary lines without the approval of the governing bodies and further that the Mayor of the City of Urbana and the City Manager of the City of Champaign may agree in writing to amend Exhibit "A" to provide for revised boundary lines in the future, without further approval of the governing bodies."

CITY OF CHAMPAIGN

CITY OF URBANA

By: _____
City Manager

By: _____
Mayor

ATTEST:

ATTEST:

By: _____
City Clerk

By: _____
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

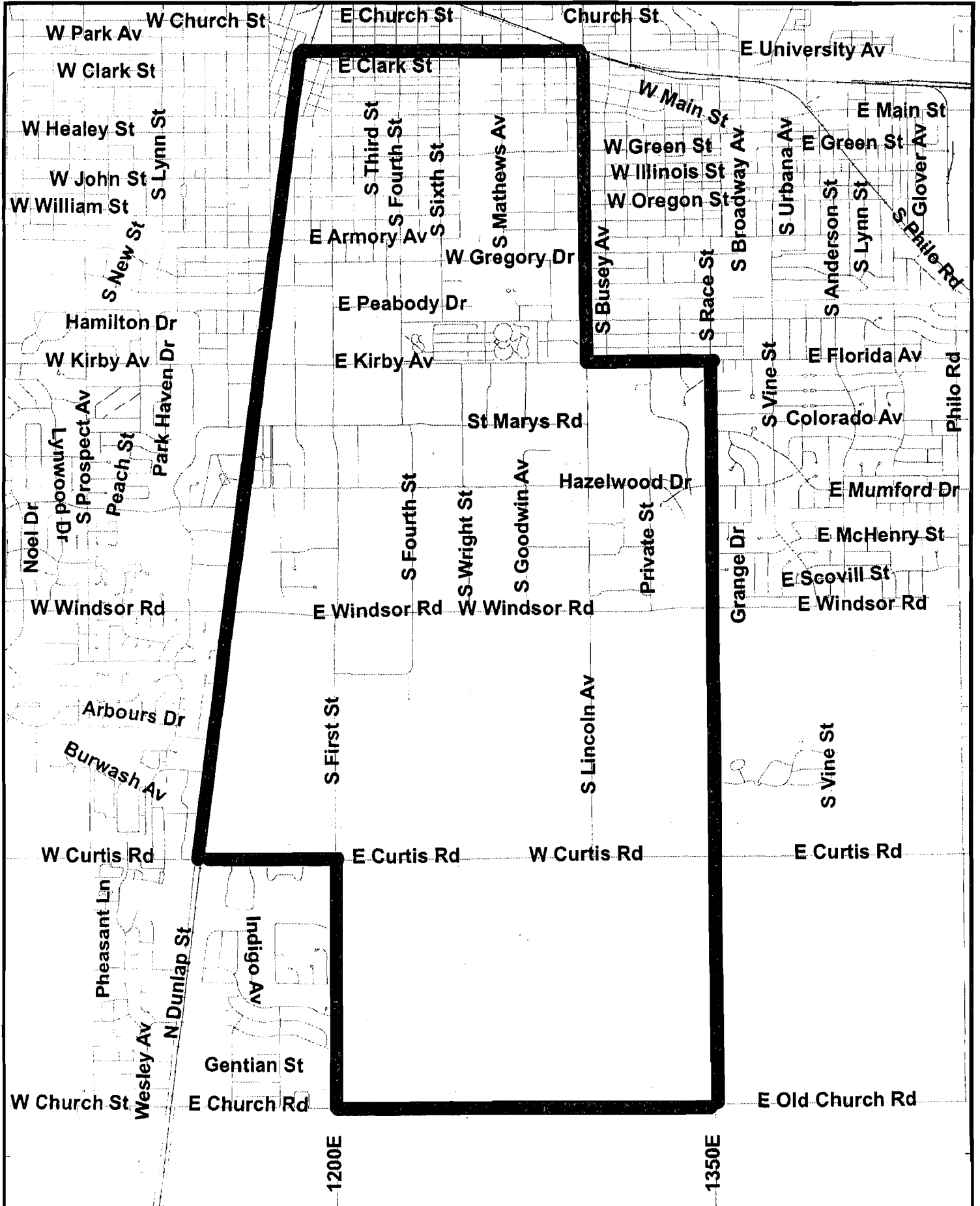
City Attorney

City Attorney

Dated: _____

Dated: _____

Champaign Urbana Mutual Aid



Amendment to Intergovernmental Agreement for Fire Protection Services

WHEREAS, in 1997, "An Intergovernmental Agreement Between the University of Illinois and The Cities of Urbana and Champaign for Fire Protection Services" (hereinafter referred to as the "Fire Service Agreement") was executed describing fire services to be provided by the cities of Urbana and Champaign to the University; and

WHEREAS, the Fire Service Agreement described the boundary for said services as: University Avenue on the north, Curtis Road on the south, the Illinois Central Railroad right of way on the west, and Lincoln Avenue from University to Florida and Race from Florida to Curtis Road on the east; and

WHEREAS, the University of Illinois has since relocated its South Farms research complexes beyond Curtis Road and the Cities of Urbana and Champaign agree that it is in the best interests of the parties and the public to recognize the expansion of the South Farms and to provide professional fire service protection services to this area.

NOW, THEREFORE, the City of Urbana, the City of Champaign and the University of Illinois agree as follows:

1. All services outlined in the Fire Services Agreement will extend to any University of Illinois owned property within the boundaries of, or University-owned structures fronting upon the roadways described as: Windsor Road on the north, Old Church Road on the south, First Street on the west and Philo/Ridge Road on the east.
2. Services will comply with response time goals outlined below. All services will be considered to be within the financial compensation agreed to in the Fire Services Agreement and no additional compensation will be required at this time.

The parties agree that the following emergency response time goals will apply in addition to those previously agreed to in the Fire Service Agreement as follows:

- Response time goals (from receipt of call to arrival) for service to the Campus area north of Old Church Road shall be established as follows: response time for first-in units responding to emergencies shall be within eight (8) minutes of alarm receipt in at least ninety percent (90%) of incidents; response for remaining units responding to emergencies shall be within ten (10) minutes of alarm receipt in at least ninety-five percent (95%) of the incidents within this area.
3. The parties acknowledge that additional development of the subject area may be undertaken. The University of Illinois, the City of Urbana and the City of Champaign appreciate the mutual spirit of cooperation and supportive relationship enjoyed in the area of fire service. The parties will, as appropriate, re-examine service goals and issues related to the area defined herein.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed by their duly authorized representatives as of the dates set forth below:

CITY OF URBANA, ILLINOIS

By: _____
Mayor Date

Attest: _____
City Clerk Date

CITY OF CHAMPAIGN, ILLINOIS

By: _____
City Manager Date

Attest: _____
City Clerk Date

BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: _____
Comptroller Date

Attest: _____
Secretary Date

By: _____
Chancellor Date

Approved as to Legal Form:

Office of University Counsel