

**RESOLUTION NO. 2024-07-053R**

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT  
WITH THE VILLAGE OF SAVOY FOR THE TEMPORARY USAGE OF AN AERIAL  
PLATFORM LADDER TRUCK**

**WHEREAS**, the City of Urbana (“City”) values the safety and well-being of its residents and recognizes the importance of maintaining operational emergency response equipment; and

**WHEREAS**, the City’s tower ladder truck is currently undergoing repairs out of state, rendering it temporarily unavailable for emergency response situations; and

**WHEREAS**, the Village of Savoy (“Village”) possesses an aerial platform truck that can be made available to the City temporarily to ensure the continued provision of essential fire and rescue services during the repair period; and

**WHEREAS**, an intergovernmental agreement (IGA) between the City and the Village for the use of the aerial platform truck has been negotiated on terms acceptable to both parties.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council, of the City of Urbana, Illinois, that:

**Section 1.**

The City hereby enters into the attached IGA with the Village for the utilization of their aerial platform truck during the period of repair of Urbana’s ladder truck.

**Section 2.**

The terms of the IGA, including the duration of use, responsibilities of both parties, and any associated costs, are hereby approved.

**Section 3.**

The Mayor and the Fire Chief are authorized to take all necessary steps to implement the terms of the IGA, including the execution of any required documents.

**Section 4.**

The City Council expresses its gratitude to the Village for their cooperation and assistance in ensuring the continuity of emergency response services for the residents of Urbana.

**Section 5.**

This Resolution shall take effect immediately upon passage.

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**PASSED BY THE CITY COUNCIL** this 8th day of July, 2024.

AYES: Wu, Evans, Hursey, Kolisetty, Bishop, Wilken, Quisenberry

NAYS: None.

ABSTENTIONS: None.

DocuSigned by:

*Darcy E. Sandefur*

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Darcy E. Sandefur, City Clerk

**APPROVED BY THE MAYOR** this this 9th day of July, 2024.

DocuSigned by:

*Diane Wolfe Marlin*

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Diane Wolfe Marlin, Mayor

**INTERGOVERNMENTAL AGREEMENT**  
**TEMPORARY USE – FIRE DEPARTMENT LADDER TRUCK**

THIS INTERGOVERNMENTAL AGREEMENT FOR TEMPORARY USE OF A FIRE DEPARTMENT LADDER TRUCK (“Agreement”) is made and entered into this \_\_\_\_ day of July, 2024, by and between the Village of Savoy (Savoy) and the City of Urbana (Urbana).

WITNESSETH:

- A. Savoy is the owner of that certain property identified as Ladder Truck 461 , hereinafter referred to as “the Ladder Truck”.
- B. Urbana desires to use the Ladder Truck temporarily for providing services within the service area of the Urbana Fire Department.
- C. Savoy has agreed to permit Urbana to use the Ladder Truck solely for the purpose of providing services within the service area of the Urbana Fire Department, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements and covenants of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Savoy and Urbana agree as follows:

- 1) **Term:** The term of this Agreement shall begin on July \_\_\_\_, 2024 and shall continue on an as needed basis but in no event later than the date upon which Urbana’s Ladder 261 is returned to service within the Urbana Fire Department.
- 2) **Possession.** Savoy shall permit possession of the Ladder Truck solely for the purpose described herein to Urbana, including the employees of Urbana Fire Department. The Ladder Truck will operated out of Urbana’s Fire Station #1 (400 S. Vine Street).
- 3) **Affirmative Covenants of Urbana.** Urbana hereby covenants and agrees with Savoy as follows:
  - a. Urbana shall use the Ladder Truck solely for providing services of the Urbana Fire Department within the service area of the Department.
  - b. Urbana shall keep the Ladder Truck in a state of good order, condition and repair. Urbana shall promptly repair, at its sole cost, any damage caused by Urbana or its employees or any uninsured damage caused to it during its possession by Urbana not caused by the negligent or willful and wanton acts of Savoy or its employees.
  - c. Urbana and its employees shall comply with all applicable laws, statutes, codes and regulations in connection with their use and operation of the Ladder Truck.

- d. A “Regular” will be defined as a fire alarm or fire in a structure. A “Working” incident is determined on initial dispatch or by the first arriving unit. During the term of this Agreement, the Urbana Fire Department will automatically respond with one (1) Engine Company to “Regular” Alarms only within the Village of Savoy. Exception: The complex at 100 Parkview Lane will not be included in “Regular” responses. Specifically, E253 will be dispatched for this coverage. If E253 is not available, E252 or E251 respectively will be dispatched. If those units are not available, the on-duty UFD Battalion Chief will be contacted by METCAD to determine coverage of the assignment. Simultaneously, the Savoy Fire Department will respond to “Regular” and “Working” Alarms in Savoy. Once the Savoy Fire Department is on-scene, the Urbana Fire Department will be released (whether in route or on-scene). Notwithstanding the foregoing, mutual aid agreements will dictate Urbana Fire Department’s response to “Working Fire” Alarms in Savoy. If a “Working” incident is declared, UFD may dispatch an additional unit and command officer.
        - e. In the event of catastrophic damage to said Ladder Truck during possession of it by Urbana that results in it being totaled beyond repair, the parties agree that Urbana shall replace said Ladder Truck with a similar new Ladder Truck and/or pay to Savoy the replacement cost value of said Ladder Truck.
- 4) **Negative Covenants of Urbana.** Urbana hereby covenants and agrees with Savoy that Urbana, and its employees, will not do, suffer, or permit any of the following: use, or permit to be used, the Ladder Truck for purposes other than the use authorized by this Agreement; assign this Agreement in whole or in part, or permit the assignment by operation of law.
- 5) **Affirmative Covenants of Savoy.** Savoy hereby covenants and agrees with Urbana that:
  - a. The Ladder Truck is in proper working order and condition sufficient to allow Urbana to use and operate such truck for the provision of services provided by the Urbana Fire Department.
  - b. In the event of circumstances requiring Savoy to re-take possession of the Ladder Truck prior to the termination of this Agreement, Savoy shall provide sufficient notice to Urbana in order for Urbana to make other arrangements for use of an apparatus operationally similar to the Ladder Truck.
- 6) **Termination and Return of Possession.** Upon the termination of this Agreement, Urbana shall yield up immediate possession to Savoy of the Ladder Truck. Urbana shall return the Ladder Truck in as good a condition as when it took possession of the Ladder Truck, normal wear and tear excepted. This Agreement may be terminated by either party upon 90 (ninety) days’ written notice.

- 7) **Miscellaneous.** This Agreement shall be binding on the heirs, agents, assigns, employees, and administrators of the parties hereto. This Agreement may not be modified orally, but rather any modifications or alterations to this Agreement must be reduced to writing and signed by all parties hereto.
  
- 8) **Insurance.** Urbana agrees to procure and keep in effect during the term of this Agreement the following insurance coverages covering the Ladder Truck and its use by Urbana: liability and property damage insurance satisfactory to Savoy for the benefit of Savoy and naming Savoy as an additional insured, in the amount of \$1,000,000.00 for injury to one (1) person from any one (1) casualty; \$1,000,000.00 for injuries to more than one (1) person resulting from any one (1) casualty; and \$1,000,000.00 for property damage resulting from any one (1) occurrence. Urbana shall provide to Savoy a certificate of insurance prior to or by the first date of allowed use of the Ladder Truck. Urbana shall be required to provide automobile liability coverage in an amount not less than \$1,000,000.00 per occurrence combined single limit naming the Village of Savoy as additional insured. Urbana shall be required to provide auto physical damage coverage on the apparatus (Ladder 461) during the term of the agreement in an amount not less than the full replacement cost value naming the Village of Savoy as loss payee.
  
- 9) **Release and Indemnity.** Urbana hereby releases Savoy, its officers and employees, from any and all liability, loss, claim, demand, lien, damage, penalty, fine, interest, cost, and expense, including without limitation attorney’s fees and litigation costs (the “Losses”), and for injury or death to persons and/or property damage that may arise from or in connection with Urbana’s use and operation of the Ladder Truck. Urbana hereby agrees to indemnify, defend, and hold harmless Savoy from and against the Losses and for any and all loss of life or injury to persons or damage to property that is due to or arising out of the use and operation of the Ladder Truck. The foregoing release and indemnity shall survive the termination of this Agreement.
  
- 10) **Capacity to Execute Agreement.** The Parties executing this Intergovernmental Agreement for Temporary Use – Fire Department Ladder Truck hereby affirm that they are authorized to execute same in the name of the respective Parties with the intention that all shall be bound by the terms and conditions set forth in this Agreement.

Village of Savoy

By: \_\_\_\_\_  
Its \_\_\_\_\_

City of Urbana

DocuSigned by:  
By: *Diane Wolfe Martin*  
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Its \_\_\_\_\_ Mayor \_\_\_\_\_