

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGES OF CLARENDON HILLS, DOWNERS GROVE,
OAK BROOK, WESTMONT AND
THE TRI STATE FIRE PROTECTION DISTRICT
FOR A FIRE DEPARTMENT COMMUNICATIONS NETWORK**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois as follows:

Section 1. That the form and substance of a certain Agreement (the “Agreement”), between the Village of Clarendon Hills (“Clarendon Hills”), the Village of Downers Grove (“Downers Grove”), the Village of Oak Brook (“OakBrook”), the Village of Westmont (“Westmont”) and the TriState Fire Protection District (“Tri State”) for a Fire Department Communications Network as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

Section 2. That the Mayor and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Village Manager shall deem necessary.

Section 3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

Section 4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

Section 5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGES OF
CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT AND THE
TRI STATE FIRE PROTECTION DISTRICT
FOR A FIRE DEPARTMENT COMMUNICATIONS NETWORK**

This Agreement made and entered into this ____ day of _____, 2009, by and between the VILLAGE OF CLARENDON HILLS, an Illinois municipal corporation, (hereinafter "CLARENDON HILLS"), the VILLAGE OF DOWNERS GROVE, an Illinois municipal corporation, (hereinafter "DOWNERS GROVE"), the VILLAGE OF OAK BROOK, an Illinois municipal corporation, (hereinafter "OAK BROOK"), the VILLAGE OF WESTMONT, an Illinois municipal corporation (hereinafter "WESTMONT") and the TRI STATE FIRE PROTECTION DISTRICT, an Illinois municipal corporation (hereinafter "TRI STATE")

WITNESSETH

WHEREAS, DOWNERS GROVE, OAK BROOK, WESTMONT and TRI STATE seek use of the VHF radio system repeater owned by CLARENDON HILLS and radio frequencies licensed by the Federal Communications Commission to CLARENDON HILLS, which are used by the CLARENDON HILLS' fire department; and

WHEREAS, CLARENDON HILLS has no objection to the aforementioned use of its radio system repeater and radio frequencies, subject to certain terms and conditions; and

WHEREAS, the parties hereto desire to commit their arrangements and understandings to writing.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement do hereby agree as follows:

1. The recitals set forth are hereby incorporated into and made a part of this Agreement.
2. CLARENDON HILLS will allow DOWNERS GROVE, OAK BROOK,

WESTMONT and TRI STATE to connect various radio receivers and dispatch station controls to CLARENDON HILLS' radio repeater system located at 233 Burlington Avenue, Clarendon Hills, Illinois 60514, (hereinafter the "Repeater System Site"), subject to said connections taking place as directed by, and under the supervision of, CLARENDON HILLS.

3. The radio repeater network shall consist of the main transmitter, antenna and receiver, which are the property of CLARENDON HILLS. Additional equipment including, but not limited to, antennas, receivers, comparators, and voters, etc., (hereinafter the "Additional Equipment"), may be added to the network by DOWNERS GROVE, OAK BROOK, WESTMONT and/or TRI STATE in their respective municipalities, and said Additional Equipment, if any, shall remain the property of the Purchasing Party. Upon termination of this Agreement, any such Additional Equipment can be removed by DOWNERS GROVE, OAK BROOK, WESTMONT and TRI STATE, as the case may be. Any equipment installed at the Repeater System Site, which is related to the operation of the radio repeater system network, (hereinafter the "Network Equipment") shall at all times remain at the Repeater System Site and cannot be removed by DOWNERS GROVE, OAK BROOK, WESTMONT and/or TRI STATE, even if they, or any one of them, decides to leave the radio repeater network. The Network Equipment installed at the Repeater System Site becomes the property of CLARENDON HILLS upon its installation, regardless of which party hereto installs and/or pays for it.

4. CLARENDON HILLS will be responsible for and coordinate all maintenance and repairs of the main transmitter/repeater, main voter, and any other equipment located at the Repeater System Site. DOWNERS GROVE, OAK BROOK, WESTMONT and TRI STATE, however will each be responsible for one fifth (1/5) of said maintenance and repair costs relative to the equipment. CLARENDON HILLS will invoice DOWNERS GROVE, OAK BROOK, WESTMONT and TRI STATE for their respective shares of

any such maintenance or repair costs, with any such invoices to be paid within thirty (30) days of the mailing thereof.

5. DOWNERS GROVE, OAK BROOK, WESTMONT and TRI STATE will each be responsible for all maintenance and repairs of any equipment located within their respective jurisdictions.

6. TRI STATE shall, upon execution of this Agreement, pay \$1,633.50 to DOWNERS GROVE for TRI STATE'S proportionate share of equipment upgrades necessary for the implementation of this Agreement and previously paid for by DOWNERS GROVE.

7. CLARENDON HILLS will allow DOWNERS GROVE, OAK BROOK, WESTMONT and TRI STATE to operate on frequencies 150.805Mhz and 153.635Mhz with a private line code of 146.2hz as licensed by the Federal Communications Commission to CLARENDON HILLS.

8. This Agreement allows for four (4) fire departments, CLARENDON HILLS, OAK BROOK, WESTMONT and TRI STATE to operate on the network as their primary radio system at this time, and one (1) fire department, DOWNERS GROVE to operate on the network as their backup secondary radio system at this time, with said five (5) fire departments hereby constituting the "Network" as referenced herein.

There shall be one (1) main transmitter/repeater in the Network, to be located at the Repeater System Site. This transmitter is currently and will remain the property of CLARENDON HILLS. The back up transmitter/repeater is located in DOWNERS GROVE. This back up transmitter/repeater in DOWNERS GROVE will serve as a backup in the case of a failure of the main transmitter/repeater.

9. TRI STATE shall, upon execution of this Agreement, pay \$900.00 each to CLARENDON HILLS, DOWNERS GROVE, OAK BROOK and WESTMONT for TRI STATE'S proportionate share of the backup transmitter/repeater and receiver located at Hinsdale Hospital.

10. CLARENDON HILLS will provide a building at the Repeater System Site for all equipment related to the operation of the repeater/transmitter and associated equipment. This building will be climate controlled and provided with an electrical service, backup electrical generator and an uninterrupted power supply system. This building will be locked and secured at all times.

11. CLARENDON HILLS will have overall control of the repeater/transmitter, and will have the capability to shut the repeater off immediately at all times, in the event of an open microphone on a mobile or portable radio, or in the case of an equipment malfunction.

12. DOWNERS GROVE, OAK BROOK and TRI STATE will have overall control of all of the receivers that are routed through their comparitors. CLARENDON HILLS will have control of all receivers that are routed through the comparitor located at the Repeater System Site. CLARENDON HILLS, DOWNERS GROVE, OAK BROOK and TRI STATE will have the ability to disable any and/or all receivers under their control in the event of a malfunction of one (1) or more of the receivers.

13. All fire departments and dispatch centers working in the Network shall conform to "Standard Operating Procedures" for dispatch, as defined by the Fire Chiefs of CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT and TRI STATE. Communications shall be concise and to the point. Professionalism and courtesy shall be adhered to at all times.

14. CLARENDON HILLS, DOWNERS GROVE and WESTMONT shall utilize mobile data computers in all front line fire department vehicles to facilitate call handling. OAK BROOK and TRI STATE are encouraged to install mobile data computers in all of their front line fire department vehicles in the near future. Radio channel communications are to be kept to a minimum. It is not the intent of the Network to identify each transmission, but to interact professionally and courteously with each agency to keep radio traffic to a

minimum, so that all parties will be able to utilize the radio channels effectively. CLARENDON HILLS, OAK BROOK and WESTMONT will normally dispatch their emergency calls using paging tones on the main frequency (153.635 Mhz). DOWNERS GROVE and TRI STATE will normally dispatch their emergency calls using their in station paging systems.

15. To the extent necessary, each member of the Network agrees to follow normal firefighting communication protocol. Upon incident command notification, fire units will switch to a fireground communication channel, to conduct all on scene communications for situations that will require more communications than normal. This will leave the primary Network channels available for other radio traffic.

16. CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT and TRI STATE agree to standardize radio communications as much as possible so as to better effect communications on a shared frequency.

17. To the maximum extent permitted by law, CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT and TRI STATE each agree to hold the others, and also Southwest Central Dispatch, which is the dispatch agency for CLARENDON HILLS, harmless from and against all claims, and indemnify the others in relation to, any claim or claims, meritorious or otherwise, for any loss, personal injury, death or damages that may arise in conjunction with, or result from, the act or failure to act of one or more employees or officials of the indemnifying party insofar as such act or failure to act results in such loss, personal injury, death or damages for which either the indemnifying party or the indemnified parties, jointly or severally, may or shall be liable.

18. CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT and TRI STATE hereby represent and warrant that each presently possesses and will continue to possess insurance coverage for contractual liabilities, and blanket excess coverage, providing comprehensive general liability coverage in an aggregate amount of not less

than \$2,000,000.00 per occurrence pursuant to the provisions of a self-insurance pool agreement or comprehensive general liability insurance policy and a blanket excess policy. Each party shall take all actions necessary to keep such insurance coverage in full force and effect for the entire term of this Agreement.

19. DOWNERS GROVE, OAK BROOK and WESTMONT have previously paid CLARENDON HILLS \$5,000.00 each as their respective buy-in for the costs CLARENDON HILLS has incurred for the frequency search, frequency coordination, FCC license approval and transmitter/repeater equipment purchases.

20. TRI STATE agrees to pay CLARENDON HILLS \$5,000.00 upon acceptance of this Agreement by CLARENDON HILLS. This money represents a buy-in for the costs CLARENDON HILLS incurred for the frequency search, frequency coordination FCC license approval, and transmitter/repeater equipment purchases.

21. DOWNERS GROVE will provide CLARENDON HILLS with access to the services and equipment of the DOWNERS GROVE Fire Department Hazardous Materials Team and Technical Rescue Team. These services, equipment and specialized personnel of the DOWNERS GROVE Fire Department may be called by the CLARENDON HILLS Fire Department to respond to and assist in a hazardous materials incident and/or technical rescue incident in CLARENDON HILLS. All costs for any replacement supplies of either of these teams will be reimbursed to DOWNERS GROVE by CLARENDON HILLS if used at an incident in CLARENDON HILLS.

22. CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT or TRI STATE may terminate their respective involvement in this Agreement by giving written notice of said termination to the other parties hereto not less than twelve (12) months in advance of the effective date of said termination. However, CLARENDON HILLS may not give such notice of termination to the other parties hereto until after thirty six (36) months have elapsed from the commencement of the Agreement, except in the case of

default by one of the other parties. Such notice of termination shall not relieve the terminating party of any obligation to pay any fees or charges accrued, unpaid, or obligated prior to the effective date of the termination.

23. For purposes of this Agreement, all notices that are given shall be given to all the following parties at the addresses indicated:

Village of Clarendon Hills
Fire Department
Attention: Fire Chef
316 Park Avenue
Clarendon Hills, Illinois 60514

Village of Downers Grove
Fire Department
Attention: Fire Chief
5240 Main Street
Downers Grove, Illinois 60515

Village of Oak Brook
Fire Department
Attention Fire Chief
1200 Oak Brook Road
Oak Brook, Illinois 60523

Village of Westmont
Fire Department
Attention: Fire Chief
6015 S. Cass Avenue
Westmont, Illinois 60559

Southwest Central Dispatch
Attention: Director
7611 W. College Drive
Palos Heights, Illinois 60463

Tri State Fire Protection District
Attention: Fire Chief
419 Plainfield Road
Darien, Illinois 60561

All notices shall be sent certified mail, return receipt requested, or by personal service.

Notices given by certified mail shall be deemed given on the third (3rd) day following the mailing thereof.

24. This Agreement shall be for a term of ten (10) years commencing on the date the last of the Parties hereto executes this Agreement, and shall automatically renew for additional five (5) year terms thereafter, unless sooner terminated by a Party or by the Parties hereto in accordance with Section 22 above.

25. In light of this Agreement, the "Intergovernmental Agreement between the Village of Clarendon Hills, the Village of Downers Grove, the Village of Westmont and the Village of Oak Brook for a Fire Department Radio Communication Network," dated July 15, 2003, is hereby terminated.

IN WITNESS HEREOF, the parties have set their hands and seals on the dates shown below.

VILLAGE OF CLARENDON HILLS

Date: _____, 2009

Thomas F. Karaba
Village President

Attest:

Dawn Tandle
Village Clerk

VILLAGE OF OAK BROOK

Date: _____, 2009

John W. Craig
Village President

Attest:

Charlotte Pruss
Village Clerk

TRI STATE FIRE PROTECTION DISTRICT

Date: _____, 2009

Hamilton Bo Gibbons
Board President

Attest:

Jill Strenzel
Board Secretary

VILLAGE OF DOWNERS GROVE

Date: _____, 2009

Ron Sandack
Mayor

Attest:

April Holden
Village Clerk

VILLAGE OF WESTMONT

Date: _____, 2009

William Rahn
Mayor

Attest:

Virginia Szymski
Village Clerk

msw/admin/clhl-dgrv-wstm-okbk-trisradioagreement2009