

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL WORKSHOP
APRIL 6, 2010 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Amendment to the Fire Department Radio Frequency Intergovernmental Agreement	✓ Resolution Ordinance Motion Discussion Only	James G. Jackson, Sr. Fire Chief

SYNOPSIS

A resolution has been prepared authorizing an amendment to an intergovernmental agreement (IGA) for fire department radio usage among Downers Grove, Westmont, Clarendon Hills, Oakbrook, and Tri-State Fire Protection District (Tri-State FPD). The proposed amendment would allow the Hinsdale Fire Department and the Willow Springs Fire Department to become members.

STRATEGIC PLAN ALIGNMENT

The Five Year Plan and Goals includes *Exceptional Services and Communication*.

FISCAL IMPACT

Downers Grove Fire Department will receive a reduction in service related costs to maintain the radio system with the addition of the two fire departments. Additionally, Hinsdale and Willow Springs will be responsible for 25% of the costs for any future upgrades or replacement of any radio network components to a maximum of \$5000 in lieu of a “buy-in” payment. Downers Grove, Westmont, Clarendon Hills, Oakbrook, and Tri-State will be responsible for 10% of these costs. Once the “maximum” dollar amount has been reached by Hinsdale and Willow Springs, the costs for upgrades or replacement of radio network components will be shared equally among all seven departments.

UPDATE & RECOMMENDATION

This item was discussed at the March 16, 2010 meeting. Staff recommends approval on the April 6, 2010 active agenda.

BACKGROUND

The Downers Grove Fire Department operates two fire radio frequencies, one for primary use and the other as a backup. The primary frequency is used only by the Downers Grove Fire Department. The back-up frequency is used by several jurisdictions, including Downers Grove, Westmont, Clarendon Hills, Oakbrook, and Tri-State Fire Protection District (Tri-State FPD). Recently, the Hinsdale Fire Department and the Willow Springs Fire Department requested to join the radio system user group and share the frequency. These departments will also share in the costs of the maintenance and the replacement of any future upgrades thereby reducing costs to the Village of Downers Grove. Being a backup frequency, staff does not believe that adding Hinsdale and Willow Springs to the IGA will produce a negative impact on the primary communications of the department.

ATTACHMENTS

Resolution
IGA

VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY

INITIATED: Fire Department **DATE:** April 6, 2010
(Name)

RECOMMENDATION FROM: _____ **FILE REF:** _____
(Board or Department)

NATURE OF ACTION:

- Ordinance
- Resolution
- Motion
- Other

STEPS NEEDED TO IMPLEMENT ACTION:

Motion to Adopt "A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGES OF CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE AND WILLOW SPRINGS, AND THE TRI STATE FIRE PROTECTION DISTRICT FOR A FIRE SERVICES COMMUNICATIONS NETWORK", as presented.

SUMMARY OF ITEM:

Adoption of the attached resolution will authorize an intergovernmental agreement for a fire services communications network.

RECORD OF ACTION TAKEN:

RESOLUTION NO. _____

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

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

1. That the form and substance of a certain Intergovernmental Agreement (the “Agreement”), between the Village of Clarendon Hills, (“Clarendon Hills”), the Village of Downers Grove (“Downers Grove”), the Village of Oak Brook (“Oak Brook”); the Village of Westmont (“Westmont”); the Village of Hinsdale (“Hinsdale”); the Village of Willow Springs (“Willow Springs”); and the Tri State Fire Protection District (“Tri State”), for a fire services 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.

2. That the Village Manager 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 Manager shall deem necessary.

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.

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

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

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

This Intergovernmental Agreement (hereinafter the “Agreement”) made and entered into this 24th day of March, 2010, 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”), the VILLAGE OF HINSDALE, an Illinois municipal corporation (hereinafter “HINSDALE”), the VILLAGE OF WILLOW SPRINGS, an Illinois municipal corporation (hereinafter “WILLOW SPRINGS”) and the TRI STATE FIRE PROTECTION DISTRICT, an Illinois fire protection district (hereinafter “TRI STATE”); (CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS and TRI STATE being hereinafter sometimes referred to herein individually as a “Party” and collectively as the “Parties”).

WITNESSETH

WHEREAS, DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS 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 (hereinafter the “Repeater System”); 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, HINSDALE, WILLOW SPRINGS 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 (hereinafter the "Network"). 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, HINSDALE, WILLOW SPRINGS and/or TRI STATE in their respective corporate limits, and said Additional Equipment, if any, shall remain the property of the Party that added the Additional Equipment. Upon termination of this Agreement, any such Additional Equipment can be removed by DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS and TRI STATE, as the case may be. Any equipment installed at the Repeater System Site, which is related to the operation of the 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, HINSDALE, WILLOW SPRINGS and/or TRI STATE, even if they, or any one of them, decides to leave the Repeater System. The Network Equipment installed at the Repeater System

Site shall become 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 Network Equipment, including the main transmitter/repeater, main voter, and any other equipment located at the Repeater System Site. CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS and TRI STATE, however will each be responsible for one seventh (1/7) of said maintenance and repair costs relative to the Network Equipment. CLARENDON HILLS will invoice DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS 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. Upon request of any Party, CLARENDON HILLS will provide copies of any work orders or invoices for said maintenance and repair costs.

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

6. CLARENDON HILLS will allow DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS and TRI STATE to operate on frequencies 150.805 MHz and 153.635 MHz with a private line code of 146.2 Hz as licensed by the Federal Communications Commission to CLARENDON HILLS.

7. This Agreement allows for six (6) fire departments, CLARENDON HILLS, OAKBROOK, WESTMONT, HINSDALE, and TRI STATE to operate on the Repeater System as their primary radio system at this time, and one (1) fire department, DOWNERS GROVE to operate on the Repeater System as their backup secondary radio system at this time, with said seven (7) fire departments hereby constituting the Repeater System Group.

There shall be one (1) main transmitter/repeater in the Repeater System, 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.

8. CLARENDON HILLS will provide a building at the Repeater System Site for all Network 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.

9. CLARENDON HILLS will have overall control of the Network Equipment, 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.

10. DOWNERS GROVE, OAK BROOK and TRI STATE will have overall control of all of the receivers that are routed through their respective comparators. CLARENDON HILLS will have control of all receivers that are routed through the comparator 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.

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

12. CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE and TRI STATE shall utilize mobile data computers in all front line fire department vehicles to facilitate call handling. At this time WILLOW SPRINGS does not have any mobile data computer capabilities and is encouraged to install mobile data computers in all of their front line fire department vehicles in the near future. The term “Front Line Vehicles” shall mean all ambulances, engines, ladder trucks, rescue squads and command vehicles that respond to emergency calls on a regular basis. The mobile data computers should be used when possible for status changes and other administrative functions according to the procedures of the member Fire Chiefs. Radio channel communications are to be kept to a minimum. It is not the intent of the Repeater System to identify each transmission, but to interact professionally and courteously with each Party to keep radio traffic to a minimum, so that all Parties will be able to utilize the radio channels effectively.

13. To the extent necessary, each member of the Repeater System Group 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 Repeater System channels available for other radio traffic.

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

15. To the maximum extent permitted by law, each of the Parties agrees to hold the other Parties, their respective officers, agents and employees, and Southwest Central Dispatch, which is the dispatch agency for CLARENDON HILLS and HINSDALE, harmless from and against all claims, and indemnify the other Parties, their respective officers, agents

and employees, and Southwest Central Dispatch, 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, agents 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.

16. CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS 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, and each Party may request and receive adequate proof from any other Party that such insurance is valid and in full force.

17. Future upgrades to or replacement of Network components is anticipated. Recognizing that CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT and TRI STATE have PREVIOUSLY contributed funds to pay for the Network equipment, it is agreed that in lieu of a "buy in" payment, HINSDALE and WILLOW SPRINGS will each be responsible for twenty five percent (25%) of the cost of any future upgrades to or replacement of Network components, up to a maximum of five thousand and no/100 dollars (\$5,000) each and that CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT and TRI STATE will each be responsible for ten percent (10%) of these costs. When HINSDALE and WILLOW SPRINGS reach the five thousand and no/100 dollars (\$5,000) maximum, any future

costs for upgrades to or replacement of Network components will be shared equally among those parties who are still participating in and a party to this agreement.

18. CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS 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.

19. 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

Village of Hinsdale
Fire Department
Attention: Fire Chief
121 Symonds Drive
Hinsdale, Illinois 60521

Village of Willow Springs
Fire Department
Attention: Fire Chief
8259 Willow Springs Road
Willow Springs, Illinois 60480

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.

20. 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 18 above.

21. In light of this Agreement, the “Intergovernmental Agreement between the Village of Clarendon Hills, the Village of Downers Grove, the Village of Westmont, the Village of Oak Brook and the Tri State Fire Protection District for a Fire Department Radio Communication Network,” dated September 21, 2009, is hereby terminated.

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

VILLAGE OF CLARENDON HILLS

VILLAGE OF DOWNERS GROVE

Date: _____, 2010

Date: _____, 2010

Thomas F. Karaba
Village President

Ron Sandack
Mayor

Attest:

Attest:

Dawn Tandle
Village Clerk

April Holden
Village Clerk

VILLAGE OF OAK BROOK

VILLAGE OF WESTMONT

Date: _____, 2010

Date: _____, 2010

John W. Craig
Village President

William Rahn
Mayor

Attest:

Attest:

Charlotte Pruss
Village Clerk

Virginia Szymski
Village Clerk

TRI STATE FIRE PROTECTION DISTRICT

Date: _____, 2010

Hamilton Bo Gibbons
Board President

Attest:

Jill Strenzel
Board Secretary

VILLAGE OF HINSDALE

Date: _____, 2010

Thomas K. Cauley Jr.
Village President

Attest:

Christine Bruton
Deputy Village Clerk

VILLAGE OF WILLOW SPRINGS

Date: _____, 2010

Alan Nowaczyk
Mayor

Attest:

Adeena Baskovich
Village Clerk