

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
MAY 14, 2013 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Intergovernmental Agreement with Downers Grove Sanitary District	✓ Resolution Ordinance Motion Discussion Only	Michael Baker Deputy Village Manager

SYNOPSIS

A resolution has been prepared that authorizes an intergovernmental agreement between the Village of Downers Grove and the Downers Grove Sanitary District that would allow for sanitary-related calls received outside of normal business hours to be answered initially by Village staff in the Village Operations Center (VOC).

STRATEGIC PLAN ALIGNMENT

The goals for 2011-2018 include *Exceptional Municipal Services*.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval on the May 14, 2013 consent agenda.

BACKGROUND

The Downers Grove Sanitary District currently contracts with a private answering service to respond to calls received outside of normal business hours. Under the terms of this agreement, these calls will be answered by the Village Operations Center (VOC). The average call volume is approximately 71 calls per month. These calls include requests for emergency response due to a sanitary back-up to non-emergency administrative matters. Emergency calls would be directed to on-call Sanitary District personnel. Calls of an administrative nature would be forwarded to a voice mail box that could be responded to by administrative staff at the Sanitary District at the earliest opportunity.

There are several benefits to this cooperative effort, including:

- Many of these calls, especially those of an emergency nature, are already received by the Village, since for many residents, it is unclear who provides the service. This agreement will allow for a more coordinated response, as well as improved efficiency and customer service.
- The arrangement will allow the Sanitary District and Village's Public Works Department to work more closely together to ensure the most appropriate and effective response given the circumstances.
- The Sanitary District will save approximately \$3,000-\$4,000 for the contract with the answering service.
- The current level of service provided within the VOC will be able to absorb these calls without the need to increase staffing levels.

ATTACHMENTS

Resolution
Agreement

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF DOWNERS
GROVE AND THE DOWNERS GROVE SANITARY DISTRICT
FOR OVERFLOW ANSWERING AND DISPATCH SERVICES**

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 Intergovernmental Agreement (the “Agreement”), between the Village of Downers Grove (the “Village”) and the Downers Grove Sanitary District (the “District”) for overflow answering and dispatching services, 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 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 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 VILLAGE OF DOWNERS GROVE
AND THE DOWNERS GROVE SANITARY DISTRICT
FOR OVERFLOW ANSWERING AND DISPATCH SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made this _____ day of _____ 2013, by and between the VILLAGE OF DOWNERS GROVE, ILLINOIS, an Illinois municipal corporation (hereinafter referred to as "Downers Grove"), and the DOWNERS GROVE SANITARY DISTRICT, ILLINOIS, a sanitary district created and existing under the laws of the State of Illinois, (hereinafter referred to as the "District"). Downers Grove and District are herein jointly referred to as the "Parties".

WITNESSETH:

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance: and

WHEREAS, under said Constitutional provision, participating units of local government may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, as amended (5 ILCS 220/1, *et seq.*) authorizes units of local government to exercise, combine, transfer, and enjoy jointly any power or powers, privileges, functions, or authority exercised or which may be exercised by any one of them, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, the District currently utilizes a private answering service for overflow answering and dispatching services for their constituents and Downers Grove provides police, fire, emergency response and public works dispatching services for their constituents as well as the constituents of the Village of Westmont; and

WHEREAS, Downers Grove and District have determined that Downers Grove has the capability to provide overflow answering and dispatching services for District constituents; and

WHEREAS, Downers Grove and District acknowledge that their collective constituents would be benefitted by the District utilizing Downers Grove for overflow answering and dispatching services; and

WHEREAS, it is the desire of the Parties to enter into this Agreement and for Downers Grove to provide overflow answering and dispatching services to District for District constituents.

NOW, THEREFORE, pursuant to statutory authority and their powers of intergovernmental cooperation, it is agreed by and between the Parties hereto as follows:

SECTION 1. Recitals Incorporated. The foregoing recitals shall be and are hereby adopted as findings of fact as if said recitals were fully set forth within this Section 1.

SECTION 2. Effective Date. This Agreement shall become effective on the date first written above, and shall remain in effect unless terminated in accordance with the provisions of this Agreement. The Parties anticipate becoming operational under this Agreement within approximately thirty (30) days from the Effective Date of this Agreement.

SECTION 3. Services. Downers Grove through its Village Operation Center (VOC) located at 825 Burlington Avenue, Downers Grove, IL shall accept and answer all District calls, at all times when either the District Administration Center is closed to the public or the volume is such that the District is unable to answer all calls (hereinafter referred to as "overflow answering"), in order to provide overflow answering and dispatching services, maintain a log of all such communications and relay information received during all calls to District's personnel ("dispatching services") by means of phone, alpha numeric paging, electronic transmission or other agreed upon methods. Additionally, Downers Grove shall provide the following services:

- a. Maintain all files necessary to provide overflow answering and dispatching services for District. District shall be responsible for providing Downers Grove with all information necessary for Downers Grove to provide said overflow answering and dispatching services and shall be responsible for providing any and all updated information or new information to the VOC, including but not limited to a list showing the names, positions and telephone numbers of contact persons.
- b. Timely provide recordings or copies of telephone transmissions or other documents when requested either by District, subpoena or FOIA, provided that all requests and required forms are promptly submitted to VOC.
- c. Use reasonable efforts to answer in person all calls during hours when either the District Administration Center is closed to the public or the volume is such that the District is unable to answer all calls. Prior to December 31 of each year, District shall provide to Downers Grove an annual list of the Holidays to be observed the following year when the District Administration Center will be closed, which shall automatically become a part of this Agreement. District shall provide thirty (30) days written notice of any change in their evening or weekend office hours or a change in Holidays. A schedule of District Administration Center hours and holidays is attached hereto and incorporated herein by reference as Addendum A.

SECTION 4. Equipment. Downers Grove shall be responsible for providing all equipment necessary to provide the overflow answering and dispatching services. Downers Grove shall be responsible for maintaining the equipment in a reasonable manner and shall provide appropriate primary back-up equipment in the event of a failure. District shall be responsible for procuring and maintaining, at its own cost, any equipment for use by its personnel as relates to this Agreement.

SECTION 5. Personnel. Except as otherwise provided for in this Agreement, Downers Grove shall retain exclusive authority over the VOC. Downers Grove shall be responsible for hiring and training all VOC dispatchers. Downers Grove shall have sole discretion in determining the number of VOC dispatchers needed to be hired and needed at any given time in order to properly provide overflow answering and dispatching services. All VOC dispatchers shall be employees of the Village of Downers Grove.

District personnel shall provide any information, documentation or training necessary for VOC dispatchers to provide overflow answering and dispatching services.

SECTION 6. Overflow Answering and Dispatch Services Disruption or Failure. If overflow answering and dispatch services are disrupted or fail for any reason, Downers Grove shall notify District of such disruption as soon as practicable and shall inform it of the nature of the disruption or failure, if known, as well as the expected length of time before overflow answering and dispatching services are restored. Downers Grove also shall notify District as soon as overflow answering and dispatching services are restored. District hereby waives and releases any and all claims or causes of action against Downers Grove for costs, fees, claims or expenses incurred by District that arise out of or relate in any way to any such disruption or failure of overflow answering and dispatching services.

SECTION 7. No Obligation to Respond. Nothing in this Agreement is intended, and shall not be construed, to require Downers Grove to respond to calls or provide any services for events that are the responsibility of District.

SECTION 8. Independent Contractor. The Parties agree that Downers Grove shall be an independent contractor, and shall not be an employee, agent or servant of District. The Parties shall each be solely responsible for any Workers' Compensation claims made by their respective employees, and shall each be solely responsible for all benefits, tax and benefit withholdings, insurance and other matters pertaining to their respective employees.

SECTION 9. Hold Harmless and Indemnification. District shall, and agrees to, indemnify Downers Grove and its elected and appointed officials, attorneys, employees, and hold them harmless from any claim, injury, or loss, no matter how sustained allegedly, arising out of or related in any way to the provisions of this Agreement, including but not limited to services by District, the use of, the misuse of, or the

disruption or failure of overflow answering and dispatching services pursuant to this Agreement.

SECTION 10. Termination. Either party may terminate this Agreement by providing at least ninety (90) days written notice to the other Party.

SECTION 11. Notices. Written notices required pursuant to this Agreement and all other correspondence between the Parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

Downers Grove Village Manager
801 Burlington Avenue
Downers Grove, IL 60515

District District General Manager
2710 Curtiss Street
Downers Grove, IL 60515

SECTION 12. Entire Agreement. The Agreement contains the entire agreement of the Parties relating to the subject matter hereof, and except as provided herein, may not be modified or amended except by written agreement of the Parties.

SECTION 13. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Illinois, and venue shall be in the County of DuPage.

SECTION 14. Severability. If any part of this Agreement shall be held invalid for any reason, the remainder of this agreement shall remain valid to the maximum extent possible.

SECTION 15. Default. In the event of a default by a party of any term, provision or obligation of this Agreement, the non-defaulting party shall serve written notice of the default, specifying the nature thereof, to the defaulting party. The defaulting party shall have thirty (30) days after its receipt of such notice to cure said default, or it shall be in breach of this Agreement.

SECTION 16. No Power to Bind. By entering into this Agreement, neither party shall have the right to bind or obligate the other party, by contract or otherwise, except as may be expressly set forth in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date herein above written.

Dated at Downers Grove, Illinois, this _____ day of _____, 2013.


VILLAGE OF DOWNERS GROVE

VILLAGE MANAGER

ATTEST: _____
VILLAGE CLERK

Dated at Downers Grove, Illinois, this 24th day of April, 2013.

DOWNERS GROVE SANITARY DISTRICT



GENERAL MANAGER

ATTEST: 

ASSISTANT CLERK

ADDENDUM A

District Administration Center Hours of Operation and Holidays (Section 3(c))

The District Administration Center Hours of Operation are as follows:

8:00 a.m. to 4:30 p.m., Monday through Friday

The District Holidays when the Administration Center is not open to the public are as follows:

New Year's Day – Observed Tuesday, January 1, 2013
Good Friday – Observed Friday, March 29, 2013
Memorial Day – Observed Friday, May 27, 2013
Independence Day – Observed Thursday, July 4, 2013
Labor Day – Observed Monday, September 2, 2013
Thanksgiving Day – Observed Thursday, November 28, 2013
Day After Thanksgiving – Observed Friday, November 29, 2013
Christmas Eve Day – Observed Tuesday, December 24, 2013
Christmas Day – Observed Wednesday, December 25, 2013
New Year's Eve Day – Observed Tuesday, December 31, 2013

These District Administration Center Hours of Operation and Holidays may be amended in accordance with Section 3(c).