

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
JULY 2, 2013 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Approval of Intergovernmental Agreement for Radio System Enhancement	✓ Resolution Ordinance Motion Discussion Only	James Jackson, Fire Chief

SYNOPSIS

A resolution has been prepared authorizing the approval of an intergovernmental agreement among the Village of Downers Grove and the Villages of Westmont, Clarendon Hills, Hinsdale, Willow Springs, the Tri-State Fire Protection District and Du Page Public Safety Communications (DU-COMM) to upgrade and enhance the existing emergency communications system.

STRATEGIC PLAN ALIGNMENT

The goals for 2011-2018 identified *Top Quality Infrastructure*.

FISCAL IMPACT

All project costs will be paid for by the Du Page County Emergency Telephone System Board (ETSB) and DU-COMM.

RECOMMENDATION

Approval on the July 2, 2013 consent agenda.

BACKGROUND

The Village's Fire Department uses a VHF radio system as its main radio system, which then integrates with the county-wide interoperable STARCOM system. The Villages of Downers Grove, Westmont, Clarendon Hills, Hinsdale, Willow Springs and the Tri-State Fire Protection District presently collectively own and maintain two VHF radio systems. The systems are being upgraded to a microwave communications system using grant funding from the DuPage County ETSB. The enhanced system will provide additional backup capabilities and improve signal transmission. The Village will be responsible for its respective portion of on-going maintenance costs of the equipment, as is the case for its radio equipment currently.

DU-COMM, which provides consolidated dispatch for several DuPage County-area police and fire departments, has requested to join the upgrade project to improve county-wide radio communications capabilities. DU-COMM will pay to expand the system for its use and will install microwave transmission equipment on a Village of Downers Grove radio tower. DU-COMM will be responsible for all future maintenance costs for its equipment.

This intergovernmental partnership will improve radio signal coverage for all involved parties and add an additional backup system for systems already in use.

ATTACHMENTS

Resolution
Intergovernmental Agreement

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGES OF CLARENDON HILLS, DOWNERS GROVE, WESTMONT, HINSDALE AND WILLOW SPRINGS, THE TRI STATE FIRE PROTECTION DISTRICT, AND DUPAGE PUBLIC SAFETY COMMUNICATIONS (DU-COMM) FOR THE SOUTHEAST DUPAGE COUNTY COMMUNICATIONS AND RADIO NETWORKS

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 Downers Grove (“Downers Grove”) and the Village of Clarendon Hills (“Clarendon Hills”), Village of Westmont (“Westmont”), Village of Hinsdale (“Hinsdale”), Village of Willow Springs (“Willow Springs”), the Tri-State Fire Protection District (“Tri-State”) and DuPage Public Safety Communications (“Du-Comm”), to upgrade and enhance the existing emergency communications system, 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, WESTMONT, HINSDALE AND WILLOW
SPRINGS, THE TRI STATE FIRE PROTECTION DISTRICT, AND DUPAGE PUBLIC
SAFETY COMMUNICATIONS (DU-COMM) FOR THE
SOUTHEAST DUPAGE COUNTY COMMUNICATIONS AND RADIO NETWORKS**

This Intergovernmental Agreement (hereinafter the “Agreement”) made and entered into this ____ day of _____, 2013, 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 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”), the TRI-STATE FIRE PROTECTION DISTRICT, an Illinois fire protection district (hereinafter “TRI-STATE”), and DUPAGE PUBLIC SAFETY COMMUNICATIONS, an Illinois municipal cooperative (hereinafter “DU-COMM”), (CLARENDON HILLS, DOWNERS GROVE, WESTMONT, HINSDALE, WILLOW SPRINGS, TRI-STATE and DU-COMM being hereinafter sometimes referred to herein individually as a “Party” and collectively as the “Parties”).

W I T N E S S E T H

WHEREAS, CLARENDON HILLS, DOWNERS GROVE, WESTMONT, HINSDALE, WILLOW SPRINGS, and TRI-STATE will collectively own and maintain two VHF Simulcast radio systems (hereinafter referred to as the “Radio Systems”). These parties and DU-COMM will own and maintain a microwave communications system, (hereinafter referred to as the “Microwave Communications System”); 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, DOWNERS GROVE, WESTMONT, HINSDALE, WILLOW SPRINGS, and TRI-STATE will be allowed to connect various radio receivers and dispatch station controls to the shared VHF Simulcast radio systems using the Microwave Communications Network.
3. The FDSEAST VHF radio system will be for the primary use of the Clarendon Hills, Hinsdale, Willow Springs and Tri-State Fire Departments and secondary use by Downers Grove and Westmont Fire Departments. It shall consist of transmitters and receivers located at various locations in Clarendon Hills, Darien, Westmont and Downers Grove. Receivers are connected to redundant voters in Clarendon Hills. Secondary use is expected to be infrequent (e.g. catastrophic equipment failure).
4. The FDSCENT VHF radio system will be for the primary use of Downers Grove and Westmont Fire Departments and secondary use by the Clarendon Hills, Hinsdale, Willow Springs and Tri-State Fire Departments. It shall consist of transmitters and receivers located at various locations in Clarendon Hills, Westmont and Downers Grove. Receivers are connected to redundant voters in Downers Grove. Secondary use is expected to be infrequent (e.g. catastrophic equipment failure).
5. Shared equipment installed as part of the VHF radio systems or the Microwave Communications Network will be owned by the party controlling the site where the equipment is located, specifically:
 - Downers Grove Radio Tower – Downers Grove
 - Oakbrook Hills Hotel – Westmont
 - 63rd Street Water Tower – Westmont

- Burlington Avenue Water Tower – Clarendon Hills
- Darien I-55 Radio Tower – Tri-State

While the respective party will own the equipment for security and insurance purposes, the owner may not remove or disable any equipment without the permission of all system users. Replacement of equipment will be determined by the Parties.

6. The VHF radio systems have existing operating equipment in place. All existing equipment remains the property of the current owner unless otherwise agreed upon. Additional equipment, including, but not limited to, antennas, receivers, comparators, and voters, etc., (hereinafter the “Additional Equipment”), may be added to the radio systems by CLARENDON HILLS, DOWNERS GROVE, WESTMONT, HINSDALE, WILLOW SPRINGS, and/or TRI-STATE. Additional Equipment, if any, shall remain the property of the Party that installed the Additional Equipment. Upon termination of this Agreement, any such Additional Equipment can be removed by the installing party as long as it does not interfere with the operation of the entire system if removed.
7. The Microwave Communication System may be used by CLARENDON HILLS, DOWNERS GROVE, WESTMONT, HINSDALE, WILLOW SPRINGS, and TRI-STATE to connect to any of the radio equipment that is part of the VHF radio systems previously described. Upon agreement of the members, the Microwave Communications System circuits may be used by any member to connect to other equipment. If additional circuit capacity is required to meet an individual member’s needs, that member shall be responsible for the additional circuit(s). Currently agreed upon circuits include:
 - DU-COMM-- Oakbrook Hills to Downers Grove Radio Tower (Fire East RX)
 - DU-COMM--I-55 Radio Tower to Downers Grove Radio Tower (CH5 Trunk TX/RX)

- Westmont PD--Oakbrook Hills to Downers Grove Radio Tower (PD UHF RX)
 - Westmont PD--63rd Street Water Tower to Downers Grove Radio Tower (PD UHF RX)
8. In consideration of a onetime \$15,000 capital contribution, DU-COMM will connect to the Microwave Communications System through a separate microwave connection at the Downers Grove Radio Tower. DU-COMM at their expense will be allowed to install and maintain one microwave dish on the radio tower and necessary support equipment in the equipment room at the base of the tower. Said equipment shall remain the property of DU-COMM and DU-COMM shall be solely responsible for all maintenance and repair costs associated with said equipment. Additionally, DU-COMM shall indemnify the Village of Downers Grove for all equipment installed on the Downers Grove Radio Tower and provide insurance for said equipment installed and name the Village of Downers Grove as an additional insured.
 9. In consideration of the contribution of two TX/RX sites and existing VHF equipment, the Westmont Police Department will have two circuits on the Microwave Communications System as described in item 7. The Westmont Police Department will install UHF Receivers at the two sites described in item 7 at their own expense.
 10. Tri-State will connect to the Microwave Communications System through a separate microwave connection at the Darien Radio Tower. Tri-State at their expense will be allowed to install and maintain an additional microwave dish on the radio tower and necessary support equipment at the base of the tower.
 11. CLARENDON HILLS, DOWNERS GROVE, WESTMONT, HINSDALE, WILLOW SPRINGS and TRI-STATE, will collectively be responsible for the maintenance and repairs of the FDSEAST VHF and FDSCENT VHF radio systems.

The radio vendor selected for maintenance and repairs will bill each agency listed an equal share of the annual maintenance and repair costs.

12. CLARENDON HILLS, DOWNERS GROVE, WESTMONT, HINSDALE, WILLOW SPRINGS, and TRI-STATE will collectively be responsible for the maintenance and repairs of the Microwave Communications System. The radio vendor selected for maintenance and repairs will bill each agency listed an equal share of the annual maintenance and repair costs.

13. DOWNERS GROVE, WESTMONT, HINSDALE, WILLOW SPRINGS, TRI-STATE and DU-COMM will individually be responsible for all maintenance and repairs of any Additional Equipment they have connected to the systems or add to the systems.

14. CLARENDON HILLS will allow DOWNERS GROVE, WESTMONT, HINSDALE, WILLOW SPRINGS, and TRI-STATE to operate on frequencies 150.805 MHz and 153.635 MHz as licensed by the Village of Clarendon Hills by the Federal Communications Commission.

15. DOWNERS GROVE will allow CLARENDON HILLS, WESTMONT, HINSDALE, WILLOWSRINGS, and TRI STATE to operate on frequencies 153.8525 MHz and 155.7075 MHz as licensed by the Village of Downers Grove by the Federal Communications Commission.

16. CLARENDON HILLS, DOWNERS GROVE, 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 frequencies. All fire departments and dispatch centers using these radio systems shall conform to agreed upon procedures for dispatching, as defined by CLARENDON HILLS, DOWNERS GROVE, WESTMONT, HINSDALE, WILLOW SPRINGS, and TRI-STATE. Communications shall be concise and to the point. Radio channel communications are to be kept to a

minimum. It is not the intent of the parties to analyze each transmission, but to interact professionally and courteously to keep radio traffic to a minimum, so that all Parties will be able to utilize the radio channels effectively. Professionalism and courtesy shall be adhered to at all times.

17. CLARENDON HILLS, DOWNERS GROVE, WESTMONT, HINSDALE and TRI-STATE shall utilize mobile data computers in all front line fire and police 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, command vehicles that respond to emergency calls on a regular basis. The mobile data computers should be used whenever possible for status changes and other administrative functions according to the procedures of the members.

18. To the extent necessary, each fire department member agrees to follow normal firefighting communication protocol. Upon incident command notification, fire units will switch to a fireground or other tactical communication channel to conduct all on scene communications. This will leave the primary Radio System channels available for others.

19. 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 of damages for which either the indemnifying Party or the indemnified Parties, jointly or severally, may or shall be liable.

20. CLARENDON HILLS, DOWNERS GROVE, WESTMONT, HINSDALE, WILLOW SPRINGS, TRI-STATE and DU-COMM 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.

21. CLARENDON HILLS, DOWNERS GROVE, WESTMONT, HINSDALE, WILLOW SPRINGS, TRI-STATE or DU-COMM may terminate their respective involvement in this Agreement by giving written notice of said termination to the other Parties hereto not less than nine (9) months in advance of the effective date of said termination. 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.

22. 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 Chief
316 Park Avenue
Clarendon Hills, Illinois 60514

Village of Downers Grove
Fire Department
Attention: Fire Chief
5420 Main Street
Downers Grove, Illinois 60515

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

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

Village of Westmont
Police Department
Attention: Police chief
500 N. Cass Avenue
Westmont, Illinois 60559

DuPage Public Safety Communications
Attention: Director
600 Wall Street
Glendale Heights, Illinois 60139

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.

23. 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 19 above.

24. 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, the Village of Hinsdale, the Village of Willow Springs and the Tri State Fire Protection District for a Fire Department Radio Communication Network,” dated May 1, 2010, is hereby terminated.

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

VILLAGE OF CLARENDON HILLS

Date: _____, 2013

Thomas F. Karaba
Village President

Attest:

Dawn Tandle
Village Clerk

VILLAGE OF WESTMONT

Date: _____, 2013

Ron Gunter
Mayor

Attest:

Virginia Szymski
Village Clerk

TRI STATE FIRE PROTECTION DISTRICT

Date: _____, 2013

Hamilton Bo Gibbons
Board President

Attest:

Jill Strenzel
Board Secretary

VILLAGE OF DOWNERS GROVE

Date: _____, 2013

Martin Tully
Mayor

Attest:

April Holden
Village Clerk

VILLAGE OF WILLOW SPRINGS

Date: _____, 2013

Alan Nowaczyk
Mayor

Attest:

Adeena Baskovich
Village Clerk

VILLAGE OF HINSDALE

Date: _____, 2013

Thomas K. Cauley Jr.
Village President

Attest:

Christine Bruton
Village Clerk

DUPAGE PUBLIC SAFETY
COMMUNICATIONS

Brian Tegtmeyer
Executive Director

Attest:

Christine Keifier
Notary