

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

SUBJECT:	TYPE:	SUBMITTED BY:
Approval of Intergovernmental Agreement for Sharing of Radio Channel	✓ Resolution Ordinance Motion Discussion Only	Robert Porter Chief of Police

SYNOPSIS

A resolution has been prepared authorizing the approval of an intergovernmental agreement between the Village of Downers Grove and the Village of Westmont, to share a backup radio channel. Under this agreement, the Village of Downers Grove will provide use of one radio channel to the Westmont Police Department as an emergency backup communications system.

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

The FY13 budget includes \$38,742 for maintenance and operation of the backup radio system. The Village of Westmont will pay \$4,068.18, which is 40% of the cost associated with maintaining and operating one UHF channel.

RECOMMENDATION

Approval on the July 2, 2013 consent agenda.

BACKGROUND

Most police departments in DuPage County operate on the STARCOM 21 radio system, a County-wide interoperable radio system that uses 700 MHz encrypted radio frequencies. Its use and maintenance is funded by the DuPage County Emergency Telephone System Board. As a backup, the Village has continued to maintain an existing UHF radio system, the Village's former primary radio system, which would be used as an emergency back in case STARCOM fails. The Village of Westmont has requested to use the Village's backup system in the event of an emergency. Since the Village of Downers Grove owns the system, Westmont has agreed to pay for a portion of the maintenance and operations cost. The Village of Westmont has already approved the agreement.

ATTACHMENTS

Resolution
Intergovernmental Agreement

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE
VILLAGE OF DOWNERS GROVE AND THE VILLAGE OF WESTMONT
FOR POLICE DEPARTMENT NETWORK SYSTEM**

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 Westmont (“Westmont”), for access to the Downers Grove UHF radio repeater system as a police backup channel, 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

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF DOWNERS GROVE AND THE VILLAGE OF WESTMONT
FOR POLICE DEPARTMENT NETWORK SYSTEM**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made this 17th day of JUNE, 2013, by and among the Village of Downers Grove, an Illinois municipal corporation (hereinafter referred to as "Downers Grove"), and the Village of Westmont, an Illinois municipal corporation (hereinafter referred to as "Westmont"). Downers Grove and Westmont 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, Downers Grove currently owns, maintains and operates a UHF radio repeater system and radio frequencies licensed by the Federal Communications Commission to Downers Grove; and

WHEREAS, Westmont is seeking the use Downers Grove's UHF radio repeater system and radio frequencies as a backup police communications network for its Police Department; and

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

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

SECTION 1. Recitals Incorporated. The foregoing recitals shall be and are hereby incorporated into and made a part of this Agreement.

SECTION 2. Access. Downers Grove will allow Westmont to access the Downers Grove UHF radio repeater system to operate on frequency 470.5125 as a Westmont police backup channel. It is expressly understood that said frequency shall only be used for backup purposes in the event that the current Starcom radio system currently being utilized fails.

SECTION 3. Equipment. Downers Grove will allow Westmont to install various equipment (hereinafter the "Westmont Equipment") to the Downers Grove UHF radio repeater system located 801 Burlington Avenue, Downers Grove, IL 60515 (hereinafter the "Repeater System Site"), subject to said connections taking place as directed by and under the supervision of Downers Grove. Said Westmont Equipment shall remain the property of Westmont and upon termination of this Agreement Westmont may remove the Westmont Equipment. Westmont shall be solely responsible for installing and making

any necessary repairs to the Westmont Equipment. Westmont is also responsible for providing the UHF signal to the Downers Grove UHF radio repeater system.

SECTION 4. Fees. In consideration for access to one UHF radio circuit associated with the communications tower located behind 801 Burlington Avenue, Downers Grove, the Radio Backup Channel, Westmont agrees to pay annually to Downers Grove the following fees:

One phone circuit @ \$187.37 per month for the communications tower	Fee: \$ 856.18
System Maintenance	Fee: \$2,712.00
Administrative Costs (bills, service, etc)	Fee: \$ 500.00
	Total \$4,068.18

Any request for a fee adjustment should be provided by Downers Grove to Westmont prior to March 1 of each year. Only one such adjustment shall be requested annually, and only if required.

SECTION 5. Maintenance. Downers Grove agrees to maintain the UHF radio repeater system at its sole expense. Downers Grove shall also be responsible for processing the signal once received from the Westmont Equipment and for any administrative duties associated with operating the Downers Grove UHF radio repeater system.

SECTION 6. Insurance.

Westmont hereby represents and warrants that it presently possesses and will continue to possess insurance coverage for contractual liabilities, and blanket excess insurance coverage, providing comprehensive liability coverage in an aggregate amount not less than \$2,000,000 pursuant to the provisions of a self-insurance pool agreement or a comprehensive general liability insurance policy and a blanket excess insurance policy. Westmont shall take all actions necessary to keep such insurance coverage in full force and effect, from time to time. A failure to keep such insurance coverage in continuing effect shall result in an automatic suspension of the right to receive communication services pursuant to this Agreement. Such suspension shall be automatically lifted when insurance coverage is in effect. Not later than fifteen (15) days after the execution and delivery of this Agreement, but in no event later than the date upon which the Radio Backup Channel commences operation, Westmont shall deliver or cause to be delivered to Downers Grove, a satisfactory and current certificate or certificates of insurance showing the required coverages and the effective dates for such coverage, which certificate or certificates shall contain a limitation that the insurance coverage may not be modified, revoked or canceled except after ten (10) days prior written notice served on Downers Grove. In each subsequent year, a certificate or certificates evidencing renewal or replacement of the insurance policy, or policies, or of the coverage provided by the self-insurance pool agreement required above shall be delivered to Downers Grove no later than the date of expiration of the then current certificate or certificates.

SECTION 7. Hold Harmless and Indemnification. Westmont 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 provision of emergency police and fire services by Westmont, the use of, the misuse of, or the disruption or failure of dispatching services pursuant to this Agreement.

Downers Grove shall, and agrees to, indemnify Westmont and its elected and appointed officials, attorneys, employees and agents, 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 obligations of Downers Grove under this Agreement, including but not limited to, the providing of police and fire dispatching services.

SECTION 8. Termination. Either party may terminate this Agreement by providing at least three hundred sixty five (365) days written notice to the other Party. Additionally, Downers Grove may terminate this Agreement upon Westmont's failure to make the required payments pursuant to Section 4 of this Agreement within thirty (30) days after written notice to Westmont of the overdue amount., and either party may terminate this Agreement upon default of this Agreement by the other party after notice is provided as set forth in Section 9 hereof.

SECTION 9. 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

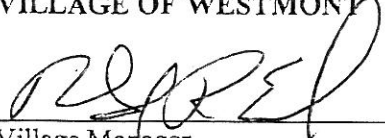
With a copy to: Village Attorney
801 Burlington Avenue
Downers Grove, IL 60515

Westmont: Village Manager
31 Quincy Street
Westmont, IL 60559

With Copies to: Westmont Police Chief
Westmont Police Station
500 North Cass Avenue
Westmont, IL 60559

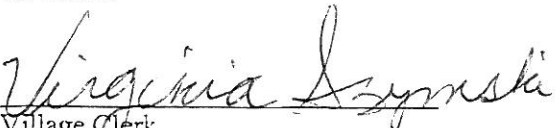
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date herein above written.

VILLAGE OF WESTMONT



Village Manager

ATTEST:



Village Clerk

VILLAGE OF DOWNERS GROVE

Village Manager

ATTEST:

Village Clerk

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CERTIFICATE OF COVERAGE

MEMBER: Village of Westmont

COVERAGE TERM: January 1, 2013 – December 31, 2013

This certificate is issued as a matter of information only and confers no rights upon the recipient. This certificate does not amend, extend or alter the coverages provided to the member.

Intergovernmental Risk Management Agency (IRMA) is not an insurance company. IRMA is an Illinois intergovernmental cooperative agency established by contracting units of local government as defined in the Illinois Constitution of 1970 pursuant to Article VII, Section 10 thereof and Chapter 127, Section 746 of the Illinois Compiled Statutes. IRMA administers a joint risk pool and purchases insurance, as it deems expedient.

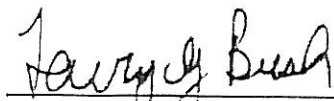
COVERAGES: This is to certify that the coverages listed below are provided by IRMA to the member named above for the Coverage Term indicated. This certificate is subject to all terms and conditions of the IRMA Bylaws and Coverage Document, and any applicable contract(s) of commercial insurance.

<u>Type of Coverage and Limits</u>	
Shall not be less than:	
General Liability	
Bodily Injury & Property Damage	\$2,000,000 Combined Single Limit
First Party Property – All Risk	
(Includes Auto Comp./Collision)	\$250,000,000 per occurrence

REFERENCE: Evidence of coverage for agreement between the Village of Westmont and the Village of Downers Grove for the Police Department Network System located at 801 Burlington Avenue, Downers Grove, IL.

TERMINATION: Should the member named above terminate its participation in IRMA prior to December 31, 2013, 10 days written notice thereof will be sent by first class mail to the party named below at the address indicated. However, failure to mail such notice shall impose no obligation or liability upon IRMA.

Authorized Representative of Intergovernmental Risk Management Agency:



Larry Y. Bush, Executive Director

Date: May 20, 2013

CERTIFICATE HOLDER:

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

Copy to: Cathy Casey, Village of Westmont
Tom Mulhearn, Village of Westmont