

RESOLUTION NO. R-10-05

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGES OF CLARENDON HILLS AND HINSDALE IN REGARD
TO THE SHARING OF FIRE DEPARTMENT SERVICES**

BE IT RESOLVED by the President and Board of Trustees of the Village of Clarendon Hills, DuPage County, Illinois, that the Intergovernmental Agreement Between the Villages of Clarendon Hills and Hinsdale in Regard to the Sharing of Fire Department Services (hereinafter, the "Intergovernmental Agreement"), attached hereto as Exhibit "A" and made part hereof, is hereby approved.

BE IT FURTHER RESOLVED by the President and Board of Trustees of the Village of Clarendon Hills, DuPage County, Illinois, that the Village President and Village Clerk be and they are hereby authorized and directed to execute said Intergovernmental Agreement attached hereto as Exhibit "A" on behalf of the Village of Clarendon Hills.

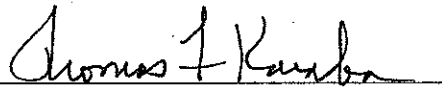
ADOPTED this 16th day of February, 2010, pursuant to a roll call vote as follows:

AYES: Trustees Alongi, Cochran, Pedersen, Reid,
Wallace, and Williams

NAYS: None

ABSENT: None

APPROVED by me this 16th day of February, 2010.



Thomas Karaba, Village President

ATTEST:



Dawn Tandle
Village Clerk



**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGES OF
CLARENDON HILLS AND HINSDALE IN REGARD
TO THE SHARING OF FIRE DEPARTMENT SERVICES**

This Intergovernmental Agreement (hereinafter referred to as the "Agreement"), made and entered into this 16th day of February, 2010, by and between the Village of Clarendon Hills, DuPage County, Illinois, an Illinois municipal corporation, (hereinafter referred to as "Clarendon Hills"), and the Village of Hinsdale, DuPage and Cook Counties, Illinois, an Illinois municipal corporation, (hereinafter referred to as "Hinsdale"); (Clarendon Hills and Hinsdale being sometimes referred to herein individually as a "Party" and collectively as the "Parties");

WITNESSETH:

WHEREAS, this Agreement is entered into pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and pursuant to the provisions of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, the President and Board of Trustees of Clarendon Hills have determined that the public health, safety and welfare requires that fire protection, rescue and emergency medical services (hereinafter referred to as "Fire Services") be mutually shared between Hinsdale and Clarendon Hills; and

WHEREAS, the President and Board of Trustees of Hinsdale have determined that the public health, safety and welfare requires that Fire Services be mutually shared between Hinsdale and Clarendon Hills; and

WHEREAS, the Parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of shared Fire Services, and the shared protection of life and property in the event of an emergency or disaster; and

WHEREAS, the Parties have found it advisable to engage in the provision of a unified and integrated delivery of Fire Services; and

WHEREAS, the Parties have determined and agreed that it is in their respective best interests to form an association to provide for the delivery of Fire Services, as well as communications, procedures, training and other necessary functions in relation thereto, to further the protection of life and property in the event of an emergency or disaster;

NOW, THEREFORE, for and in consideration of the foregoing, the mutual covenants contained in this Agreement, and other good available consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereto agree, as follows:

1. **PURPOSE:** The purpose of this Agreement is to share each municipality's Fire Services, personnel, equipment, apparatus, support vehicles and ambulances for the delivery of Fire Services to the incorporated residents of Clarendon Hills and Hinsdale, and any other areas currently being served by the fire departments of Hinsdale or Clarendon Hills (hereinafter referred to as the "Combined Service Area"). It is recognized and acknowledged that, in the allocation of resources and services for emergencies, natural disasters, and manmade catastrophes, the use of the Parties' personnel and equipment to perform functions within the Combined Service Area is desirable and necessary to preserve and protect the health, safety, and welfare of the public. Further, it is acknowledged that the Parties' coordination of the provision of Fire Services through a shared service agreement is desirable for the effective and efficient provision of said Fire Services.

2. **LOCATION OF STATIONS:** The Parties agree that their respective existing fire department building locations shall continue to be operated, maintained, and utilized for the provision of Fire Services. The Clarendon Hills Fire Department is located at 316 Park Avenue, Clarendon Hills, IL and the Hinsdale Fire Department is located at 121 Symonds Drive, Hinsdale, IL.

3. **COMBINED SERVICE AREA:** The Parties agree to operate their respective fire departments pursuant to the concept of a combined service area that encompasses the jurisdictional boundaries served by each Party. The Parties will be jointly responsible for responding to calls for Fire Services within the Combined Service Area and shall cooperate fully with each other for the provision of said Fire Services.

4. **COMMON COMMUNICATIONS PLATFORM:** Clarendon Hills emergency calls are dispatched by Southwest Central Dispatch, a centralized, multi-jurisdictional, enhanced 9-1-1 emergency dispatch center located in Palos Heights, IL (hereinafter referred to as "SWCD"). In order to establish a centralized communications system, Hinsdale shall become a member of SWCD allowing each Parties' fire department the ability to consistently and efficiently communicate at all times.

5. **JOINT FIRE RADIO NETWORK:** Clarendon Hills operates a joint fire radio network, and municipal membership is authorized by the approval of an intergovernmental agreement. Hinsdale has agreed to enter into this radio network so as to integrate radio communications with Clarendon Hills. In this regard, the Joint Fire Radio Network Intergovernmental Agreement approved by Hinsdale is attached hereto as Exhibit A, and made part hereof.

6. APPARATUS AND VEHICLES: The Parties shall continue to operate and maintain apparatus and vehicles for their respective fire departments, at the same number and types that exist as of the effective date of this Agreement. The Parties agree to share in the use of all Fire Services apparatus, vehicles and other specialized emergency equipment for the provision of Fire Services in the Combined Service Area. Further, it is agreed that authorized personnel from Clarendon Hills and Hinsdale shall be allowed to operate all apparatus, vehicles and equipment shared by the Parties, provided they are trained in the use and care of same. The Parties' current Fire Services apparatus, vehicles and equipment are detailed in Exhibit B attached hereto and made part hereof.

7. SPECIALIZED EQUIPMENT: The Parties shall share all specialized equipment that is used in the provision of Fire Services by each Party. Further, the Parties agree to conduct an inventory of existing specialized equipment, and determine if duplicative specialized equipment can be eliminated and/or not replaced in the future.

8. FUTURE APPARATUS, VEHICLE AND EQUIPMENT REPLACEMENT: The Parties shall coordinate, and begin jointly planning for and sharing in the cost of, future Fire Services apparatus, vehicles and equipment replacement. The Parties agree to reduce the duplication of resources and facilitate the common use of Fire Services apparatus, vehicles and equipment. The Parties agree that sharing the costs associated with Fire Services apparatus, vehicles and equipment replacement shall be achieved by mutual agreement of the Parties.

9. ON DUTY PERSONNEL: The Parties shall allocate sufficient fire personnel to each fire station so that the Combined Service Area can receive quality Fire Services. The Parties hereby define sufficient fire personnel as having a minimum of six (6) firefighter paramedics and/or firefighter emergency medical technicians on duty, twenty-four (24) hours a day in the Hinsdale Fire Department, and three (3) firefighter paramedics and/or firefighter emergency medical technicians on duty, twenty-four (24) hours a day in the Clarendon Hills Fire Department. Of the three (3) personnel on duty in Clarendon Hills, best efforts will be made to have at least two (2) certified firefighter paramedics on duty. Based on the foregoing, the total minimum staffing on duty, twenty-four (24) hours a day, to provide Fire Services to the Combined Service Area, shall equal a total of nine (9) firefighter paramedics and/or emergency medical technicians. The Parties agree that they will each attempt to staff frontline ambulances with two (2) firefighter paramedics.

10. EMERGENCY MEDICAL SYSTEM – RESOURCE HOSPITALS: Clarendon Hills Emergency Medical System – Resource Hospital shall be the Loyola Emergency Medical Service System, which provides training and oversight of Clarendon Hills' paramedic and emergency medical technician program. Hinsdale's Emergency Medical System – Resource Hospital shall be Good Samaritan Medical Service System, which provides training and oversight of Hinsdale's paramedic and emergency medical technician program. The Parties shall work in good faith towards operating in conjunction with a single Emergency Medical System - Resource Hospital during the term of this Agreement.

11. COORDINATION OF DISPATCHING AND PRIORITIZATION OF CALLS:

The Party within which the emergency call originates shall initially be in charge of the call. If an emergency call originates in Hinsdale, then the Hinsdale Fire Department will attempt to be the first responder and will be in charge of the incident. If an emergency call originates in Clarendon Hills, then the Clarendon Hills Fire Department will attempt to be the first responder and will be in charge of the incident. In the event the Party within which the emergency call originates cannot be the first responder, the other Party will be assigned to respond to the emergency call. Depending upon the severity and duration of the emergency call, each Party shall respond to assist the other Party as requested and to the extent that said Party's fire department personnel are available. Clarendon Hills and Hinsdale shall continue to be part of the existing mutual aid systems to which they are a party, including MABAS (Mutual Aid Box Alarm System) Division 10. The coordination of dispatching and emergency responses will be determined by the Fire Chiefs of Hinsdale and Clarendon Hills, in conjunction with the management staff of SWCD.

12. PAID-ON-CALL PERSONNEL: As of the date of this Agreement, the Clarendon Hills Fire Department operates with two (2) full time employees, nineteen (19) part-time employees, and approximately thirty (30) paid-on-call personnel (hereinafter referred to as "POC Personnel"). The POC Personnel are fully trained and certified, are contributing members of the Clarendon Hills Fire Department who respond to emergency calls on a per call basis, are highly valued members of the Clarendon Hills Fire Department, and are an integral resource to the Clarendon Hills Fire Department for the provision of Fire Services. Under the terms of this Agreement, the POC Personnel will be available to respond to emergency calls as needed to the mutual benefit of Clarendon Hills and Hinsdale at all times.

13. COORDINATION OF TRAINING: The Parties shall coordinate and share required training functions relative to their respective fire departments. The Fire Chiefs of Clarendon Hills and Hinsdale shall be responsible for ensuring that all personnel are provided the necessary training to perform their duties in relation to providing Fire Services. The Parties further agree that training opportunities will be made available equally to each fire department, with the respective Fire Chiefs working toward a unified training system, involving personnel from both fire departments, along with on-site training conducted in both Hinsdale and Clarendon Hills.

14. FIRE INSPECTION AND PREVENTION SERVICES: Fire inspection and prevention services will be shared between the two (2) fire departments. The Parties shall share information and assist each other with inspections that are more complex or time consuming. The Parties shall standardize inspection fees between the two(2) fire departments to the greatest extent possible. The Parties' current respective schedules of inspection fees are detailed in Exhibit C attached hereto and made part hereof.

15. AMBULANCE SERVICES: Clarendon Hills and Hinsdale have existing schedules of ambulance fees based on the type of service that is provided. To achieve the best efficiencies, the Parties shall use the same ambulance billing service, which will reduce administrative costs for this program. The Parties shall standardize ambulance fees between the two (2) fire departments to the greatest extent possible. The Parties' current respective schedule of ambulance fees are detailed in Exhibit D attached hereto and made part hereof.

16. COMMON POLICIES AND PROCEDURES: The Parties shall establish common policies and procedures in the areas of Fire Services, emergency responses, daily operations, training and personnel qualifications, to facilitate effective and efficient Fire Service delivery by both Parties. The Fire Chiefs of the Parties shall be responsible for establishing common policies and procedures and shall cooperate with each other to achieve this goal.

17. MANAGEMENT OF AGREEMENT: The Parties shall devote the necessary time and effort to successfully manage and implement this Agreement. Initially, the Fire Chiefs of the Parties will meet not less than once per month for the first year of this Agreement. After the first year, the Fire Chiefs will meet as needed, but not less than four (4) times per calendar year. The Fire Chiefs will assist each other to establish the communication systems, response protocols, and incident review. The Village Managers of the Parties will meet not less than once per month for the first six (6) months of this Agreement and at least annually thereafter, and, with the assistance of the Fire Chiefs, will prepare an evaluation report in regard to the effectiveness of this Agreement. After the first year of this Agreement said evaluation report shall be submitted to respective Village Boards of Clarendon Hills and Hinsdale.

18. INDEMNIFICATION:

(a) Clarendon Hills hereby agrees to save, hold harmless, indemnify, and defend Hinsdale and its officials, officers, employees, and agents, from and against any and all loss, damage, injury or death, including reasonable attorneys fees and costs associated therewith, caused by or arising out of Clarendon Hills' performance under this Agreement, or the lack thereof, exclusive of loss, damage, injury or death resulting from the acts or omissions of Hinsdale, or its officials, officers, employees or agents.

(b) Hinsdale hereby agrees to save, hold harmless, indemnify, and defend Clarendon Hills, and its officials, officers, employees, and agents, from and against any and all loss, damage, injury or death, including reasonable attorneys fees and costs associated therewith, caused by or arising out of Hinsdale's performance under this Agreement, or the lack thereof, exclusive of loss, damage, injury or death resulting from the acts or omissions of Clarendon Hills, or its officials, officers, employees or agents.

(c) Notwithstanding subsections (a) and (b) above, nothing contained in this Section 18 shall constitute a waiver of any privileges, defenses or immunities either of the Parties may have under the Local Governmental And Governmental Employee Tort Immunity Act (745 ILCS10/1-101 et seq.)

(d) The obligations of this Section 18 shall survive the termination of this Agreement.

19. INSURANCE: Clarendon Hills and Hinsdale shall, during the entire term of the Agreement, procure and maintain the following insurance coverages:

- (a) Commercial General Liability Insurance (including bodily injury and property damage, products and complete operations, and contractual liability {which insures the liability accepted pursuant to this Agreement}), all with limits of no less than \$1,000,000.00 per occurrence or accident and a minimum of \$2,000,000.00 aggregate, including any self-insured retention. The policy(ies) shall be written on an occurrence basis as opposed to claims made basis.
- (b) Automobile Liability Insurance covering all owned or leased automobiles with limits of not less than \$1,000,000.00 per accident, including any self-insured retention.
- (c) Worker's Compensation Insurance in accordance with Illinois law, with statutory limits.

The Parties shall provide to each other, upon request, a certificate(s) of insurance, in a form acceptable to each, evidencing the existence of such insurance coverages. All renewal certificate(s) of insurance procured by either Party shall be required to be submitted to the other Party not less than thirty (30) days prior to expiration of the policies required herein. The Parties acknowledge that Clarendon Hills and Hinsdale are members of the Intergovernmental Risk Management Agency hereinafter referred to as "IRMA". The Parties may satisfy the provisions of this Section 19 by providing evidence of coverages provided by IRMA in the amounts set forth above.

The Parties shall cause the certificate(s) evidencing the commercial general liability insurance to be endorsed to provide, in substance, that Clarendon Hills and Hinsdale, and their respective officials, officers, employees, and agents shall be named as additional insured on the other Party's insurance coverage with respect to any and all claims arising out of said other Party's performance, or failure to perform or properly perform, under this Agreement.

20. EFFECTIVE DATE/JOINT FIRE SERVICES START DATE: This Agreement shall be in effect from the date of its execution by the last Party to execute this Agreement (hereafter referred to as the "Effective Date"), and it is agreed by the Parties that shared Fire Services shall commence no later than May 1, 2010.

21. DURATION: This Agreement shall be in effect for a period of (5) years after its Effective Date, and, shall automatically renew for two (2) additional five (5) year terms, on the five (5) year and ten (10) year anniversary of the Effective Date, unless terminated sooner as provided in Section 22 below.

22. TERMINATION: During the duration of the Agreement, this Agreement may be terminated by either Party upon providing no less than a one (1) year prior written notice to the other Party, so as to allow sufficient time to prepare to revert back to each Party providing Fire Services within its own corporate limits.

23. AMENDMENTS: This Agreement may be amended at any time by the mutual agreement of the Parties; however, all amendments must be in writing and shall not be effective until approved by both Parties hereto.

24. NOTICES: All notices in connection with this Agreement shall be deemed delivered when mailed by certified mail, postage prepaid, or personally delivered, to the Parties hereto at the addresses shown below:

(a) If to Clarendon Hills:
Village of Clarendon Hills
1 N. Prospect Avenue
Clarendon Hills, IL 60514
Attention: Village Manager

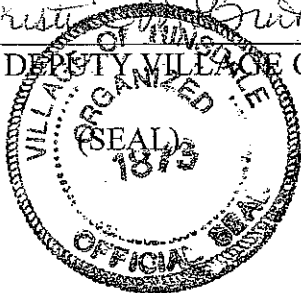
(b) If to Hinsdale
Village of Hinsdale
19 E. Chicago Avenue
Hinsdale, IL 60521
Attention: Village Manager

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be approved by their respective Corporate Authorities, and executed, by their respective authorized officers on the date(s) set forth next to the respective signatures.

VILLAGE OF HINSDALE

BY: *Jim Coyle*
VILLAGE PRESIDENT

ATTEST: *Christine Britton* DATE: *March 2*, 2010
DEPUTY VILLAGE CLERK



VILLAGE OF CLARENDON HILLS

BY: *Thomas F. Karuba*
VILLAGE PRESIDENT

ATTEST: *Lynn M. Jardle* DATE: *February 16*, 2010
VILLAGE CLERK

(SEAL)



EXHIBIT "A"
Joint Fire Radio Network Intergovernmental Agreement

RESOLUTION NO. R-10-06

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS AND THE TRI STATE FIRE PROTECTION DISTRICT FOR A FIRE DEPARTMENT COMMUNICATIONS NETWORK

BE IT RESOLVED by the President and Board of Trustees of the Village of Clarendon Hills, DuPage County, Illinois, that it is always trying to improve public safety for its citizens, while also keeping the costs of public safety as low as possible, and,

WHEREAS, the Clarendon Hills Fire Department currently utilizes a radio communications network with the Villages of Downers Grove, Oak Brook, Westmont and the Tri State Fire Protection District, and

WHEREAS, in order to provide increased radio communications interoperability it is desired to expand this communications network to include the villages of Hinsdale and Willow Springs, and

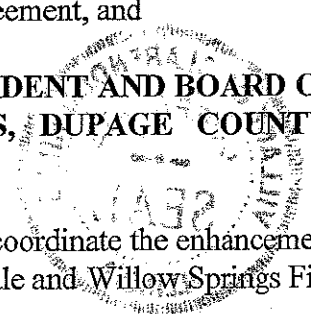
WHEREAS, the events of September 11, 2001, in New York City underscored the need for local and regional public safety and emergency response agencies to be able to maintain communications during a disaster and throughout the emergency response, and

WHEREAS, pursuant to the Intergovernmental Cooperation Act, the Parties have negotiated an Intergovernmental Agreement in substantially the form attached to this Resolution, and the President and Board of Trustees of the Village of Clarendon Hills have determined that it is in the best interests of the Village to approve the Intergovernmental Agreement, and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CLARENDON HILLS, DUPAGE COUNTY, ILLINOIS, as follows:

SECTION ONE: That the Fire Chief is hereby authorized to coordinate the enhancement to the radio communications network by including the Village of Hinsdale and Willow Springs Fire Departments into the network.

SECTION TWO: That all resolutions or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, expressly repealed.



**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 13th day of April, 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, WILLOW SPRINGS 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 Chief
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

Date: 3/11, 2010

Thomas F. Karaba
Thomas F. Karaba
Village President

Attest:

Dawn M. Tandle
Dawn Tandle
Village Clerk



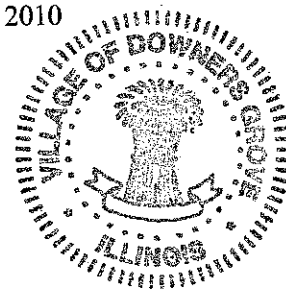
VILLAGE OF DOWNERS GROVE

Date: April 6, 2010

Ron Sandack
Ron Sandack
Mayor

Attest:

April Holden
April Holden
Village Clerk



VILLAGE OF OAK BROOK

Date: 4/13, 2010

John W. Craig
John W. Craig
Village President

Attest:

Charlotte Pruss
Charlotte Pruss
Village Clerk



VILLAGE OF WESTMONT

Date: 4/5, 2010

William Rahn
William Rahn
Mayor

Attest:

Virginia Szymanski
Virginia Szymanski
Village Clerk

TRI STATE FIRE PROTECTION DISTRICT

Date: March 15, 2010

Hamilton Bo Gibbons
Hamilton Bo Gibbons
Board President

Attest:
Jill Strenzel
Jill Strenzel
Board Secretary

VILLAGE OF HINSDALE

Date: April 20, 2010

Thomas K. Cauley Jr.
Thomas K. Cauley Jr.
Village President

Attest:
Christine M. Bruton
Christine Bruton
Deputy Village Clerk

VILLAGE OF WILLOW SPRINGS

Date: March 11 2010

Alan Nowaczyk
Alan Nowaczyk
Mayor

Attest:
Adeana Baskovich
Adeana Baskovich
Village Clerk

EXHIBIT "B"

FIRE DEPARTMENT APPARATUS AND VEHICLES

CLARENDON HILLS

Engine 0311	2002 Pierce Dash 1500 GPM Pumper
Ambulance 0314	2008 International/Medtec ALS Ambulance
Heavy Duty Rescue Squad 0316	1994 Pierce Dash Rescue
Ladder Truck 0319	2002 Pierce Dash 1500 GPM "Quint"
Staff Car (Chief) (0301)	2005 Ford Crown Victoria
Staff Car (Duty Officer) (0399)	2000 Ford Crown Victoria
Staff Car (Fire Prevention) (0398)	2003 Chevy Tahoe

HINSDALE

Engine 1011	1997 Spartan 3D 1250 GPM Pumper
Engine 1012	1987 Pierce Lance 1500 GPM Pumper
Engine 1013	2000 Pierce Dash 1500 GPM Pumper
Ambulance 1014	2005 International/Road Rescue ALS Ambulance
Ambulance 1015	1999 International/Horton ALS Ambulance
Ladder Truck 1019	2008 Spartan/Rosenbauer/Metz ladder
Staff Car (Chief) (1001)	2007 Ford Explorer
Staff Car (Deputy Chief) (1002)	2007 Ford Explorer
Staff Suburban 1081	1999 Chevy Suburban
Staff Car (Fire Prevention) (1082)	2010 Ford Escape

EXHIBIT "C"

Clarendon Hills Fire Department
Fire Prevention Inspection Fees for 2010

- * This Fee covers the initial Inspection plus one re-inspection.
- * The charge for a follow up or third inspection will be \$ 100.00.

PROPOSED

Business (84)

B1=66 @ \$ 100.00= \$6,600.00
B2=14 @ \$ 150.00= \$ 2,100.00
B3=4 @ \$ 200.00= \$ 800.00

Churches (5)

C = 5 @ \$100.00= \$ 500.00

Medical (5)

M1= 4 @ \$ 100.00= \$ 400.00
M2= 0 @ \$ 200.00= \$ 0
M3= 1 @ \$ 350.00= \$ 350.00

Preschool (3)

PS = 3 @ \$ 100.00= \$ 300.00

Schools (3)

S=3 @ 200.00= \$ 600.00

Residential (31)

R1=20 @ \$100.00= \$ 2,000.00
R2=10 @ \$ 200.00= \$ 2,000.00
R3=1 @ \$ 350.00= \$ 350.00

Village of Hinsdale Fire Department
Fire Prevention Inspection Fees for 2010

Business (180)

B1 = 92 @ \$75.00 = \$6900.00	@ \$100.00 = \$7500.00
B2 = 74 @ \$100.00 = \$7400.00	@ \$150.00 = \$11,100.00
B3 = 14 @ \$150.00 = \$2100.00	@ \$200.00 = \$2800.00

Churches (13)

C = 13 @ \$75.00 = \$975.00	@ \$100.00 = \$7500.00
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Medical (20)

M1 = 3 @ \$75.00 = \$225.00	@ \$100.00 = \$300.00
M2 = 12 @ \$150.00 = \$1800.00	@ \$200.00 = \$2400.00
M3 = 5 @ \$300.00 = \$1500.00	@ \$350.00 = \$1800.00

Public School Buildings

P=8

Preschool

PS = 5 @ \$75.00 = \$375.00	@ \$100.00 = \$500.00
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Residential (32)

R1 = 8 @ \$75.00 = \$600.00	@ \$100.00 = \$800.00
R2 = 23 @ \$150.00 = \$ 3450.00	@ \$200.00 = \$4600.00
R3 = 1 @ \$300.00 = \$300.00	@ \$350.00 = \$350.00

Schools (5)

S = 5 @ \$150.00 = \$750.00	@ \$200.00 = \$1000.00
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Annual Total \$26,375.00	\$40,650.00
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EXHIBIT "D"

VILLAGE OF CLARENDON HILLS

AMBULANCE SERVICE FEES

S49.1 **FEES ESTABLISHED:** Fees for ambulance services and pre-hospital care provided by the village's fire department shall be charged to the individual receiving said services, or said individual's estate, in accordance with the following schedule:

	<u>Resident</u>	<u>Nonresident</u>
Basic life support BLS emergency	\$ 650.00	\$ 650.00
Advanced life support emergency	1,000.00	1,000.00
Mileage (As measured from the location of the Ambulance call to the hospital)	25.00 per mile or portion thereof	25.00 per mile or portion thereof
Oxygen administration	\$ 75.00	\$ 75.00
Pulse oximetry	75.00	75.00
Cardiac monitor	200.00	200.00
Nitrus oxide administration	150.00	150.00
OB delivery	1,000.00	1,000.00
Restraints	200.00	200.00
Vehicle or other extrication	400.00	400.00
Personal protective equipment (PPE)	50.00	50.00
Special service (Assist back into bed, assist to the vehicle or into home after the third incident)	100.00	100.00
Nontransport service (refusal)	0.00	650.00

VILLAGE OF HINSDALE

AMBULANCE & LIFE SUPPORT SERVICES FEES

§4-1-9 Each person receiving ambulance or life support services, or both, from the Village shall pay the Village fees therefore in accordance with the provisions below:

- A. Service Fees: The fees required for all levels of ambulance and life support services provided by the Village shall be calculated in accordance with the fee components established by the U.S. Department of Health and Human Services, Health Care Financing Administration (HCFA) fee schedule for ambulance service as amended from time to time. Such fees shall include prevailing mileage charges. The levels of services for which fees are established hereunder are defined at 42 CFR 410, 414 in regulations promulgated by the U.S. Department of Health and Human Services.
- B. Fee for Nonresident Transport: In addition to the fees required pursuant to Paragraph A above, each person who is not a resident of the Village and who receives ambulance or life support services provided by the Village shall pay the Village an additional service fee of three hundred and fifty dollars (\$350.00).
- C. Fee for Non-Resident Extrication: In addition to the fees required pursuant to Paragraph A and B above, each person who is not a resident of the Village and who is extricated from a vehicle or other machinery utilizing specialized equipment shall pay the Village an additional service fee of one hundred and forty-five dollars (\$145.00) per hour for vehicle/equipment use and thirty dollars (\$30.00) per hour and per person for personnel. There shall be a one-hour minimum charge for each of the said services.
- D. Fee for Non-Resident Vehicle Fire: In addition to the fees required pursuant to Paragraph A, B and C above, each person who is not a resident of the Village and receives a Fire Department response to extinguish a vehicle fire shall pay the Village an additional service fee of ninety dollars (\$90.00) per hour for vehicle/equipment use and thirty dollars (\$30.00) per hour and per person for personnel. There shall be a one-hour minimum charge for each of the said services.
- E. Fee for Services Provided in Conjunction with Helicopter Transport: In addition to the fees required pursuant to Paragraphs A, B, C and D above, when the Village provides ambulance services to a hospital in conjunction with a helicopter transport, that hospital shall pay to the Village a fee of four hundred dollars (\$400.00) for such services.

VILLAGE OF HINSDALE

RESOLUTION NO. R2010-04

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE VILLAGES OF CLARENDON HILLS AND
HINSDALE IN REGARD TO THE
SHARING OF FIRE DEPARTMENT SERVICES

BE IT RESOLVED, by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties and State of Illinois, that the Village President and Deputy Village Clerk be and the same, are hereby authorized to execute a certain Intergovernmental Agreement by and between the Village of Hinsdale and the Village of Clarendon Hills, a copy of which is attached hereto as Exhibit "A" and made a part hereof.

PASSED this 2nd day of March, 2010.

AYES: Trustees Angelo, Saigh, LaPlaca, Geoga

NAYES: Trustees Williams and Schultz

ABSENT: None

APPROVED this 2nd day of March, 2010.



Christine M. Bruton

Christine M. Bruton, Deputy Village Clerk

Thomas K. Cauley, Jr.
Thomas K. Cauley, Jr., Village President