INTERGOVERNMENTAL AGREEMENT RE FIRE DEPARTMENT DISPATCH SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made this _____ day of _____, 2016 (the "Execution Date"), by and between the **VILLAGE OF ADDISON**, DuPage County, Illinois (herein referred to as "Addison"), and the Member Fire Protection Districts.

W I T N E S S E T H :

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, for the purposes of this Agreement, the term "Member Fire Protection Districts" (the "Districts") shall mean the governmental entities identified on the signature page of this agreement; and

WHEREAS, Addison and the Districts are Illinois units of local government; and

WHEREAS, Addison and the Districts currently provide fire dispatching and other customer service support for their respective departments; and

WHEREAS, Addison and the Districts have determined that it would be in their best interests for Addison to provide fire dispatch services for Districts through a single dispatch center, namely the Addison Consolidated Dispatch Center (the "Center"), to create financial and operational efficiencies and work collaboratively in the DuPage County and surrounding region;

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

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 Paragraph 1.

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.

3. **Addison Fire Dispatching Services.** Addison through the Addison Police Department located at 3 Friendship Plaza, Addison, Illinois 60101, shall perform the following services in order to provide fire dispatch services on a 24-hour basis seven (7) days a week and certain non-emergency customer services for both Addison and the Districts during non-business hours as set forth below:

A. Accept and answer all Addison and the Districts 9-1-1 calls in order to dispatch fire or EMS units;

B. Monitor traffic on fire radio frequencies;

C. Have access to all recordings of all such communications;

D. Relay information received by such means to personnel of the appropriate Districts by means of voice, radio, computer-aided dispatch (CAD) and mobile data communications;

E. Monitor communications from and between a District's respective on-duty personnel and relay messages as necessary;

F. Accurately input and update calls for service information into the CAD system;

G. Have access to all key holder information (hereinafter the "Confidentials"), cautions, medical alerts, etc. (hereinafter "Special Contacts"). Each District shall be responsible for providing Addison with all of the Confidentials and Special Contacts and shall be responsible for providing any and all updated information or new information regarding same to the Center;

H. Via closed circuit television (hereinafter "CCTV"), monitor the cameras in each District's fire stations (no more than 8) mutually agreed to by the District and Addison. In the event a telecommunicator detects any incidents or suspicious activities via CCTV, said telecommunicator shall immediately notify the District's shift supervisor or officer in charge on duty. The Districts will be responsible for owning and maintaining the camera equipment and connectivity between the District's facilities and the Center. Districts are responsible for responding to all recording requests for all cameras.

I. Timely provide recordings or copies of CAD, radio and telephone transmissions or other documents when requested either by the District, subpoena or FOIA, provided that all requests and required forms are promptly submitted to the Addison Police Department.

The DuPage County Emergency Telephone System Board (hereinafter "ETSB") shall continue to be responsible for maintaining all recording equipment.

J. Addison shall provide personalized customer services to each District in accordance with the attached District Exhibits, as now existing or hereafter amended.

K. The Districts agree during the term of this Agreement to continue operating under the mutually agreed upon EDIRS and mutually agreed upon backup VHF frequency. Addison will install and maintain all equipment necessary to operate on all existing radio frequencies and designated back-up radio frequencies located within the Center. No District shall change its radio frequencies, except (i) by mutual consent of the Districts and Addison and (ii) subject to the consent of the ETSB. All EDIRS airtime costs will be the responsibility of each District if applicable and are not included in the Annual Service Fee.

L. In fulfilling the dispatching requirements of this Agreement, Addison shall comply with all State and federal laws, rules, regulations, certifications and accreditation standards. Addison shall make reasonable attempts to comply with other applicable guidelines (e.g. APCO, ETSB and other relevant emergency services communications guidelines).

M. Each District shall have equal administrative access to information contained in the shared computer system pertaining to its community, and each District shall have the right to change records data on said shared computer system pertaining to its community.

N. Dispatch procedures and priorities shall follow the existing Addison policies which are incorporated into this Agreement by reference. These procedures may be amended

from time to time by mutual agreement of the Districts and Addison.

O. Activate and test on a monthly basis the hazardous weather notification system. However, either the Member Districts/Municipalities or Addison can cause an activation of the system in an emergency. The Member Districts/Municipalities shall be solely responsible for all maintenance and equipment costs of its hazardous weather notification system.

P. Addison shall disseminate a monthly report to Districts with key performance information, including previous month call volumes and other formula metrics for the Member Municipalities, staffing structure, technical updates, etc.

4. **Equipment.** Addison shall be responsible for acquiring all equipment necessary to provide the dispatching services. Addison shall own and operate all such equipment, except the District's equipment as listed in the attached District Exhibits of this Agreement, as now existing or hereafter amended. Addison shall be responsible for maintaining its equipment in a reasonable manner and shall provide appropriate primary back-up equipment in the event of a failure. All future upgrades to the dispatching equipment and software applications shall be the responsibility of Addison; provided, however, to the extent that a future upgrade would necessitate funding to be provided by the Districts in addition to the Service Fee, the future upgrade will only be implemented with the mutual consent of the Districts and Addison.

5. **Personnel.** Addison shall retain exclusive authority over the fire dispatch services provided under this Agreement, including personnel. Addison shall be solely responsible for employment and training of telecommunicators. Addison shall have sole

discretion in determining the number of telecommunicators to be employed at any given time in order to properly provide dispatching services, however, each District will provide input into the staffing determination, and their request for alteration, if any, will not be unreasonably ignored or denied. All telecommunicators shall be employees of the Village of Addison.

It is understood that Addison may hire additional telecommunicators as a result of this Agreement. In performing such hiring, Addison agrees to test a District's current full-time telecommunicators who apply for employment as an Addison telecommunicator. However, final employment decisions shall be made solely by Addison.

At all times that this Agreement remains in effect, Addison shall maintain an adequate number of dispatch personnel utilizing the information from the Annual Reports (Paragraph 10) and APCO as a guideline. Addison telecommunicators shall utilize Addison's normal standards, procedures and information as necessary for the performance of their duties as telecommunicators.

6. **Advisory Fire Liaison Committee.** There is hereby established an Advisory Fire Liaison Committee ("Liaison Committee") for the purpose of reviewing and recommending modifications or improvements to the fire dispatch services provided by Addison under this Agreement. The Liaison Committee shall consist of representatives from the Districts and Addison. The Districts and Addison shall each have one representative ("Liaison Officer") on this Committee. The Liaison Officer shall be the Fire Chief or his/her designee for the Districts and the Public Safety Director for Addison.

The terms of the Liaison Officers shall begin when the agreement is executed by the respective governing boards and shall not expire until successors are appointed. Any vacancy in

the office of Liaison Officer shall be filled by an appointment by the District or Addison, as appropriate. Each Liaison Officer shall have one vote on the Liaison Committee.

Any District or Addison may appoint an Alternate Liaison Officer who may attend any meeting of the Committee in the absence of the Liaison Officer or if there is a vacancy in the position of Liaison Officer. A person serving as an Alternate Liaison Officer shall serve until a successor Alternate Liaison Officer is appointed.

The Liaison Committee shall have the following duties and responsibilities with respect to the fire dispatch services provided under this Agreement:

A. To meet not less than monthly or as needed and review the quality of fire dispatch services being provided by the Center;

B. To recommend revised or supplementary procedures for the operation and maintenance of the dispatch services, as well as equipment replacement or other capital expenditures to enhance the fire dispatch services being provided; and

C. To provide a forum to address concerns with respect to the operation of the fire dispatch services, and the implementation of this Agreement.

A special meeting of the Liaison Committee may be called by any two Liaison Officers upon 48 hours written notice, together with the agenda for the special meeting.

The chairperson of the Committee meeting shall rotate among Liaison Officers of Addison and the Districts on a yearly basis.

7. **Advisory Executive Officer Committee.** There is hereby established an Advisory Executive Officer Committee ("Executive Committee") for the purpose of reviewing the operational, financial and overall effectiveness of fire dispatch services provided by Addison

under this Agreement. The Executive Committee shall consist of representatives from the Police Department Dispatch Services Agreement Member Municipalities ("Member Municipalities"), the Districts and Addison. The Districts, Member Municipalities and Addison shall each have one representative ("Executive Officer") on this Committee. The Executive Officer shall be the City Manager/City Administrator, Village Manager/Village Administrator, President of a District or his/her designee. There shall be one Executive Officer for Addison, each Member Municipality and each District. The terms of the first Executive Officers shall begin when the agreement is executed by the respective governing boards and shall serve until their successors are appointed. Any vacancy in the office of Executive Officer shall be filled by appointment by the District, Member Municipality or Addison as appropriate.

Any District, Member Municipality or Addison may appoint an Alternate Executive Officer who may attend any meeting of the Advisory Executive Officer Committee in the absence of the Executive Officer or if there is a vacancy in the position of Executive Officer. A person serving as an Alternate Executive Officer shall serve until a successor Alternate Executive Officer is appointed.

The Advisory Executive Officer Committee shall have the following duties and responsibilities with respect to the dispatch services provided under this Agreement:

A. To meet not less than twice annually and review the financial reports, the capital program, and other matters which are germane to the financing of the dispatch services. The Executive Officers shall promptly submit written minutes of the meeting to their respective corporate authorities.

B. To recommend revised or supplementary procedures, methods of payment, use of

funds restricted for Center equipment replacement, service charges, and capital expenditures relating to the provision of dispatch services by the Center.

C. To provide a forum to address concerns with respect to the operation and the implementation of this Agreement if not otherwise satisfactorily addressed by the Advisory Fire Liaison Committee.

D. By majority approval of the Executive Officers, to authorize New Members to join under this Agreement for fire dispatch services which approval shall not be unreasonably withheld or delayed; provided, however, any New Member applicant must first agree to accept the full text of this Agreement without further amendment (except for the new Member's Exhibit with respect to services, fees, etc.).

A special meeting may be called by any two Executive Officers upon 48 hours written notice, together with the agenda for the special meeting.

The chairperson of the Committee meeting shall rotate among the Executive Officers of Addison, the Districts and the Member Municipalities on a yearly basis.

8. **Complaint Resolution.** The District's supervisor shall contact the on-duty Addison Dispatch Supervisor at the Center to discuss an immediate issue or request concerning a telecommunicator or dispatch situation. If the Addison Dispatch Supervisor is not on duty and there is an emergency/exigent need, the District's Supervisor shall direct his/her request to the on-duty Addison Supervisor. The Addison Supervisor may authorize contacting the off-duty Addison Dispatch Supervisor. If there is a citizen, officer, or department complaint on a telecommunicator's performance in responding to a call for a District, the complaint will be

directed to the District's Deputy Chief, or in the absence of a Deputy Chief, the Fire Chief for his/her review and consideration of forwarding the complaint to the Addison Dispatch Supervisor for review or further action. The complaint and the Deputy Chief's or Chief's review will be forwarded to the Addison Dispatch Supervisor in writing, if appropriate.

The final disposition of any complaint received and reviewed by the supervisor will be forwarded to the appropriate District's Liaison Officer.

It is expected that the majority of interaction and communications between the departments will begin at the supervisor level and then proceed up the chain of command and to the Advisory Fire Liaison Committee, if necessary.

Complaints or concerns from Addison personnel involving a District's employee's actions or performance will be directed to the Addison Dispatch Supervisor and forwarded to the appropriate District Supervisor for follow-up. The final disposition of any complaint/concern received and reviewed by the District's Supervisor will be forwarded to the Addison Dispatch Supervisor.

9. **Annual Service Fees**. Dispatch services shall be provided to a District by Addison for and in consideration of payment of the Annual Service Fee in the amount set forth in the attached District Exhibits, as now existing or hereafter amended. The Annual Service Fee shall be utilized in such manner as may be determined by Addison to be necessary for the efficient provision of dispatch services, which may include:

Salaries
Sick, holiday and vacation pay
Overtime
Medical insurance

Life insurance

Payroll taxes

Retirement plan contributions

Liability insurance

Worker's compensation

Unemployment compensation

Uniforms

Office supplies

Dues and subscriptions

Training and education

Telecommunications

Postage

Office equipment

Computer equipment/amortization

Equipment repair and maintenance

Recruitment costs

Overhead allocation

Equipment Replacement

Information Services

Technology

10. **Annual Reports**. On or before January 1 of each calendar year, Addison will prepare an annual report with a summary of each member's prior year's statistical data for call volume, calls for service ("CFS") and other requested information. The reports with respect to the prior year's call volume shall be utilized by Addison to prepare a proposed budget for the computation of new Annual Service Fees after the initial term of this Agreement.

11. **Timely Payment of Costs.** The Districts recognize and agree that the timely payment of the Annual Service Fee associated with the dispatch Center is critical to the provision of dispatch services under this Agreement.

A. Each District shall pay one-half of its Annual Service Fee on or before June 30 of each year and one half of its Annual Service Fee on or before December 31 of each year. Late payments shall bear interest at the rate of one percent (1%) per month or the maximum allowed by law, whichever is less. Fire Agencies/Districts will be invoiced 60 days prior to the payment due date.

B. A District may, for good cause, make a payment to Addison under protest. In such event, Addison and the District shall engage in good faith discussions to resolve the dispute for a period of thirty (30) days (the "Protest Resolution Period") after the payment under protest has been made. If only a portion of the payment is subject to protest, the discussions during the Protest Resolution Period shall be limited to the particular portion of the payment in dispute. If no agreement is reached at the conclusion of the Protest Resolution Period, either Addison or the District may thereafter pursue any available legal remedies, whether in law or in equity, to determine the validity of the District's payment under protest claim.

C. In the event that a District fails to either (i) make timely payment of its Annual Service Fee or (ii) make timely payment of its Annual Service Fee under protest, Addison may initiate collection proceedings to recover the payment. If collection proceedings are instituted, the District shall also be liable for Addison's reasonable attorneys' fees and costs incurred with respect to collection of the delinquent payments.

D. All payments shall be made to the Village of Addison which will deposit the payments received into its General Fund under a separate revenue line item entitled "Fire Dispatch Center Fees."

12. **Dispatch Services Disruption or Failure.** If dispatch services are disrupted or fail for any reason, Addison shall notify the 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 dispatching services are restored. Addison also shall notify the District as soon as dispatching services are restored. Except as provided in Paragraph 15, the District hereby waives and releases any and all claims or causes of action against Addison for costs, fees, claims or expenses incurred by the District that arise out of or relate in any way to any such disruption or failure of dispatching services. In coordination with ETSB, the Districts and Addison commit to use their best efforts to develop a contingency plan for complete loss (including backup) of fire dispatching capabilities using alternative temporary means (e.g. portable radios, cellular phones, or other means) within 6 months from the date hereof.

13. **Term.** Subject to early termination under Paragraph 14, the Term of this Agreement shall be from the execution date through the expiration date set forth on the respective District Exhibit, as now existing or hereafter amended. After the initial term, the Agreement may be extended for one or more subsequent terms upon mutual agreement of Addison and the District.

14. **Termination.** Any District may terminate its membership by providing at least three hundred sixty-five (365) days written notice to Addison. Additionally, Addison may terminate the membership of a District upon that District's failure to make the required payments pursuant to Paragraphs 9 or 11 of this Agreement within sixty (60) days after written notice to the District of the overdue amount, and Addison may terminate the membership of a District upon default of this Agreement by the District after notice is provided with a time to

cure as set forth in Paragraph 23 hereof.

15. **Hold Harmless and Indemnification.** Notwithstanding any other provision of this Agreement, each District shall, and agrees to, indemnify Addison 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 fire services by that District, or the use of, the misuse of, fire dispatch information provided pursuant to this Agreement.

Notwithstanding any other provision of this Agreement, except for disruption or failure of dispatching services (Paragraph 12), Addison shall, and agrees to, indemnify each District 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 providing of fire dispatching services as set forth in this Agreement.

16. **Independent Contractor.** The Districts agree that Addison shall be an independent contractor and shall not be an employee, agent or servant of any District. Unless approved by the Districts in writing, the dispatch function shall not be subcontracted by Addison to a third party.

17. **Maintenance of Radio System.** Addison agrees to maintain the base radio system at Addison as it exists at the execution of this Agreement, and to make improvements to said base station system as approved by Addison and the Districts and/or as required by the rules and regulations of the DuPage ETSB and/or the Federal Communications Commission (FCC).

18. **Notices.** All notices desired or required to be given hereunder shall be given in

writing at the address set forth in Exhibit ___, as now existing or hereafter amended, by any of the following means: (i) personal service; (ii) overnight courier; or (iii) registered or certified first class mail, postage prepaid, return receipt requested. The Districts, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand, or request sent pursuant to clause (i) shall be deemed received upon such personal service. Any notice, demand or request sent pursuant to clause (ii) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (iii) shall be deemed received forty eight (48) hours following deposit in the mail.

19. **New Members**. In the event that a New Member applicant requests that the text of this Agreement be amended, the New Member may only be allowed to join under this Agreement subject to the concurrence of the corporate authorities of Addison and the Districts. In the event that the New Member applicant accepts the text of this Agreement without modification or amendment, the application for membership shall be subject to the review and approval of the Executive Committee, as set forth in Paragraph 7.D hereof.

A New Member may be required to make a separate payment at the time of entering into this Agreement in order to compensate for the prior investment by other Districts and Addison in equipment, other capital expenditures, and administrative staff time, etc. The terms of permitting a New Member to participate in dispatch services under this Agreement shall be set forth in a District Exhibit for the New Member, which shall not take effect, however, until approved by the Districts and Addison, as aforesaid.

A new Member may be either a fire protection district or a municipal fire department. For the purposes of this Agreement, the term "District" shall apply to both fire protection districts and municipal fire departments (if any).

20. **Entire Agreement.** This Agreement contains the entire agreement of Addison and the Districts relating to the subject matter hereof, and except as provided herein, may not be modified or amended except by written agreement of the Districts and Addison.

21. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Illinois, and venue shall lie in the Circuit Court of the Eighteenth Judicial Circuit, County of DuPage.

22. **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.

23. **Default.** In the event of a default by Addison or a District 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.

24. **Definitions.** As used in this Agreement, the following terms shall have the meaning hereinafter ascribed to them.

A. "Key Holder" shall mean an upper level employee who possesses a key to a business, school, etc. that the District, police or alarm company will call to unlock the building after an alarm, or for a premise check.

B. "Special Contacts" shall mean persons with special needs (medical issues, cautions, etc.)

that first responders need to be aware of if responding to the residence, or arranging evacuations, etc.

C. "EDIRS" is an acronym for Emergency DuPage Interoperable Radio System, also known as the StarCom 21 Radio System, a digital trunked system used in DuPage County.

D. "APCO" is an acronym for Association of Public-Safety Communications Officials, an organization committed to providing complete public safety communications, expertise, professional development, technical assistance, advocacy and outreach to benefit members and the public.

25. **No Power to Bind.** By entering into this Agreement, neither Addison nor a District shall have the right to bind or obligate the other municipality, by contract or otherwise, except as may be expressly set forth in this Agreement.

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

VILLAGE OF ADDISON

ATTEST:

_____
Richard Veenstra, Mayor

_____
Lucille Zucchero, Village Clerk

DISTRICT

_____

ATTEST:

_____

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