
**THE VILLAGE OF WILLOW SPRINGS
COOK COUNTY, ILLINOIS**

**ORDINANCE
NUMBER 5-O-2010**

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL
AGREEMENT BY AND BETWEEN THE VILLAGES OF CLARENDON
HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE,
THE TRI STATE FIRE PROTECTION DISTRICT AND THE VILLAGE
OF WILLOW SPRINGS, COOK COUNTY, ILLINOIS FOR A FIRE
SERVICES COMMUNICATIONS NETWORK**

**ALAN NOWACZYK, President
ADENA BASKOVICH, Village Clerk**

**GEORGE BARTIK
MARIO IMBARRATO
ANNETTE KAPTUR
KATHRYN STANPHILL
JERRY STRAZZANTE**

Trustees

ORDINANCE 5-0-2010

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGES OF CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, THE TRI STATE FIRE PROTECTION DISTRICT AND THE VILLAGE OF WILLOW SPRINGS, COOK COUNTY, ILLINOIS FOR A FIRE SERVICES COMMUNICATIONS NETWORK

WHEREAS, the Village of Willow Springs (the “Village”) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to enter into contract to exercise, combine or transfer any power or function not prohibited by law; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, (the “Act”) authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contract for the performance of governmental services, activities or undertakings; and

WHEREAS, the Villages of Clarendon Hills, Downers Grove, Oak Brook, Westmont, Hinsdale, the Tri State Fire Protection District and the Village desire to enter into an Intergovernmental Agreement for a fire services communications network (the “*Intergovernmental Agreement*”), a copy of the Intergovernmental Agreement is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the Intergovernmental Agreement authorizes the Villages to use the VHF

radio system repeater owned by the Village of Clarendon Hills and radio frequencies licensed by the Federal Communications Commission to the Village of Clarendon Hills; and

WHEREAS, the Village President and Board of Trustees of the Village of Willow Springs, Cook County, Illinois (the “*Corporate Authorities*”) find that the Intergovernmental Agreement for use of the radio repeater system will add to the health, safety, welfare of the residents of the Village; and

WHEREAS, the Corporate Authorities further find that it is in the best interest of the Village to authorize the Intergovernmental Agreement with the Villages of Clarendon Hills, Downers Grove, Oak Brook, Westmont, Hinsdale and the Tri State Fire Protection District.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Willow Springs, Cook County, Illinois, as follows:

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The Intergovernmental Agreement, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to this Board of Trustees, with such necessary changes as may be approved by the Village President the execution thereof to constitute the approval by the Village of any and all changes or revisions therein contained.

Section 3. The Village President and Village Clerk are hereby authorized and directed to execute and deliver the Intergovernmental Agreement and any and all other document necessary to implement the provisions, terms and conditions thereof, as therein described.

Section 4. The Village Treasurer is hereby authorized to expend such necessary funds and undertake such financial actions on the part of the Village as contained in the Intergovernmental

Agreement and this Ordinance to complete satisfaction of any conditions stated therein.

Section 5. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 6. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

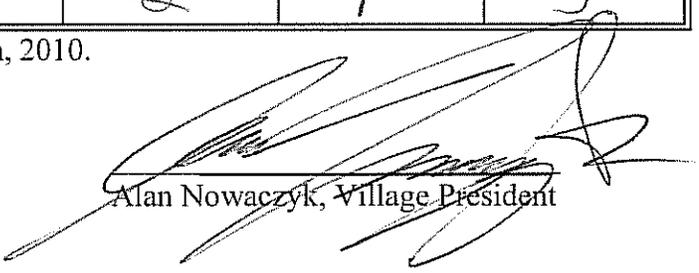
Section 7. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally left blank)

ADOPTED this 11th day of March, 2010, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Bartik	✓			✓
Kaptur	✓			✓
Imbaratto	✓			✓
Stanphill			✓	
Strazzante	✓			✓
(Mayor Nowaczyk)				✓
TOTAL	4	0	1	5

APPROVED this 11th day of March, 2010.


Alan Nowaczyk, Village President

ATTEST:


Adena Baskovich, Village Clerk

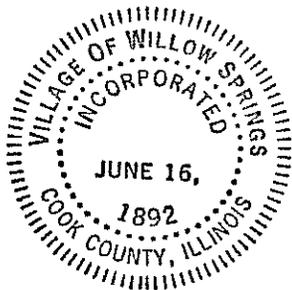
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION

I, Adena Baskovich, DO HEREBY CERTIFY that I am the duly qualified and appointed Clerk of the Village of Willow Springs, Cook County, Illinois, and that as such Clerk I do have charge of and custody of the books and records of the Village of Willow Springs, Cook County, Illinois.

I DO HEREBY FURTHER CERTIFY that the foregoing is a full, true and correct copy of **ORDINANCE No. 5-O-2010, “AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGES OF CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, THE TRI STATE FIRE PROTECTION DISTRICT AND THE VILLAGE OF WILLOW SPRINGS, COOK COUNTY, ILLINOIS FOR A FIRE SERVICES COMMUNICATIONS NETWORK,”** adopted and approved by the President and Board of Trustees of the Village of Willow Springs, Illinois, on March 11, 2010.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Corporate Seal of the Village of Willow Springs, Cook County, Illinois this 11th day of March, 2010.





Adena Baskovich, Village Clerk
Village of Willow Springs, Cook County, Illinois

EXHIBIT A

Intergovernmental Agreement for Fire Services Communications Network

**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 24th day of March, 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

VILLAGE OF DOWNERS GROVE

Date: _____, 2010

Date: _____, 2010

Thomas F. Karaba
Village President

Ron Sandack
Mayor

Attest:

Attest:

Dawn Tandle
Village Clerk

April Holden
Village Clerk

VILLAGE OF OAK BROOK

VILLAGE OF WESTMONT

Date: _____, 2010

Date: _____, 2010

John W. Craig
Village President

William Rahn
Mayor

Attest:

Attest:

Charlotte Pruss
Village Clerk

Virginia Szymiski
Village Clerk

TRI STATE FIRE PROTECTION DISTRICT

Date: _____, 2010

Hamilton Bo Gibbons
Board President

Attest:

Jill Strenzel
Board Secretary

VILLAGE OF HINSDALE

Date: _____, 2010

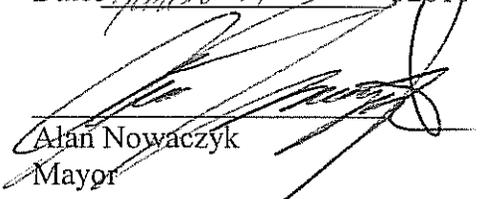
Thomas K. Cauley Jr.
Village President

Attest:

Christine Bruton
Deputy Village Clerk

VILLAGE OF WILLOW SPRINGS

Date: March 11, 2010


Alan Nowaczyk
Mayor

Attest:


Adena Baskovich
Village Clerk