

RESOLUTION 2010-101

**A RESOLUTION 2010-101 APPROVING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF VERNON HILLS AND THE COUNTRYSIDE FIRE  
PROTECTION DISTRICT FOR THE OPERATION OF A JOINT DISPATCH FACILITY**

Whereas, the Village is a Municipal Corporation of the State of Illinois and the District is a Fire Protection District of the State of Illinois, both situated in Lake County, Illinois and authorized and empowered to enter into this agreement; and

Whereas, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes agencies of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

Whereas, the Intergovernmental Cooperation Act, 5 ILCS 220/1, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the agreement; and

Whereas, the Village and the District have agreed to jointly staff a dispatch center for the purpose of providing police and fire dispatch services to the residents of the Village and the District; and

Whereas, the Village has a dispatch center in which the District will place its personnel and operate its dispatch center.

**NOW THEREFORE BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS:**

THAT the Village President is authorized to sign an Intergovernmental Agreement with the Countryside Fire Protection District to operate a joint emergency dispatch facility within the Vernon Hills Police Department.

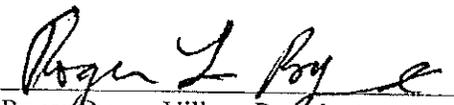
Dated the 20<sup>th</sup> of July, 2010

Adopted by roll call vote as follows:

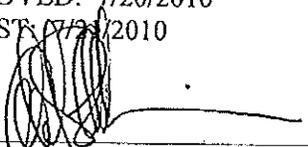
AYES: 6 – Koch, Marquardt, Schultz, Schwartz, Williams, Hebda

NAYS: 0 - None

ABSENT AND NOT VOTING: 0 None

  
\_\_\_\_\_  
Roger Byrne, Village President

PASSED: 7/20/2010  
APPROVED: 7/20/2010  
ATTEST: 7/20/2010

  
\_\_\_\_\_  
Michael S. Allison, Village Manager/Clerk



## **Intergovernmental Agreement for a Joint Radio Dispatch Center**

This Agreement, entered into on the 1<sup>st</sup> day of September, 2010 by and between the Village of Vernon Hills, a Municipal Corporation of the State of Illinois (hereinafter referred to as the "Village") organized and existing under the terms of the Illinois Municipal Code, 65 ILCS 5/1-1-1 and the Countryside Fire Protection District, a Fire Protection District, organized and existing under the terms of the Illinois Fire Protection District Act, 70 ILCS 705/1 of the State of Illinois, (hereinafter referred to as the "District");

**Whereas**, the Village is a Municipal Corporation of the State of Illinois and the District is a Fire Protection District of the State of Illinois, both situated in Lake County, Illinois and authorized and empowered to enter into this agreement; and

**Whereas**, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes agencies of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

**Whereas**, the Intergovernmental Cooperation Act, 5 ILCS 220/1, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the agreement; and

**Whereas**, the Village and the District have agreed to jointly staff a dispatch center for the purpose of providing police and fire dispatch services to the residents of the Village and the District; and

**Whereas**, the Village has a dispatch center in which the District will place its personnel and operate its dispatch center; and

**Now, Therefore**, in consideration of the foregoing and of the following covenants and agreements, the parties agree that:

1. This Agreement shall be in effect commencing on September 1<sup>st</sup>, 2010 and ending August 31<sup>st</sup>, 2015. Thereafter, this Agreement shall automatically renew for successive terms of one year each, unless either party provides notice to the other as provided below.
  - a. Either party may terminate this Agreement at the end of the 5-year term without cause or penalty, by written notice of intent to terminate delivered to the other party no later than February 28th, 2015. Notwithstanding the foregoing, either party may terminate the Agreement for cause prior to the end of the 5-year term.
  - b. In the event either party wishes to terminate the Agreement, after the conclusion of the initial five (5) year term, prior to the end date, the party wishing to terminate must deliver written notice of intent to terminate at least 180 days prior to the termination date.
  - c. The parties acknowledge and agree that in the event that an additional entity desires to join the dispatch center, then this Agreement shall be rendered void and a new agreement shall be negotiated with all parties intending to be a member of the dispatch center.

2. The Village will allow the District to have installed any additional phone lines, paging equipment, radio and other communications equipment deemed necessary for fire dispatching from the Village facility. All work to be done by professional technicians.
3. All costs of providing the acquisition and installation of the above described equipment shall be borne by the District. The Village may assign 911 System funds for this purpose at its discretion.
4. All Village Communications staff rendering dispatch services to the Village hereunder shall be for all purposes employees of the Village, although they may from time to time act for the benefit of the District.
  - a. Control of Village Communications personnel, standards of employee performance, discipline, and all other aspects of supervision shall be entirely the responsibility of the Village.
  - b. All liabilities for salaries, wages, and other compensation benefits, injury, sickness, or retirement system contributions for Village Communications staff shall be entirely the responsibility of the Village.
5. All District Communications staff rendering dispatch services to the District hereunder shall be for all purposes employees of the District, although they may from time to time act for the benefit of the Village.
  - c. Control of District Communications personnel, standards of employee performance, discipline, and all other aspects of supervision shall be entirely the responsibility of the District.
  - d. All liabilities for salaries, wages, and other compensation benefits, injury, sickness, or retirement system contributions for District Communications staff shall be entirely the responsibility of the District.
6. Each party agrees to retain responsibility and liability for the consequences of its own actions or omissions and shall indemnify the other therefore. Each party agrees to defend, indemnify, and hold harmless the other and its officials, officers, employees and agents from any and all liability, loss, costs, and damage or expense and injury to person or property, including legal fees and other litigation expenses arising out of its own negligence or willful and wanton conduct in the performance or omission of any act pursuant to this Agreement or the termination of this Agreement according to its terms. Nothing in this Agreement shall operate to waive any immunities that either party may have under the terms of Illinois law.
7. This Agreement may be amended only in writing with the approval of the Village and the District.
8. That in the event any provision of this agreement is determined by a court of law to be invalid or illegal, such provision shall be deemed to be struck and severed from this Agreement and the remainder of this Agreement shall continue in full force and effect.
9. All notices required or permitted under this Agreement shall be in writing sent by the U.S. Mail, postage prepaid, properly addressed as follows:

Village of Vernon Hills Police Department  
754 Lakeview Parkway  
Vernon Hills, IL 60061-1834  
Attention: Chief Mark Fleischhauer

With a copy to

Village of Vernon Hills  
290 Evergreen Drive  
Vernon Hills, IL 60061  
Attention: Village Manager

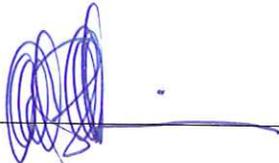
Countryside Fire Protection District  
600 Deerpath Drive  
Vernon Hills, IL 60061-1834  
Attention: Chief Jeff Steingart

IN WITNESS THEREOF, each party hereto has caused its corporate seal to be hereto affixed and has caused its name to be signed hereto, the Village by its Mayor and the District by its President and each attested pursuant to legal and valid authority given to the Village by its Board of Trustees and to the District by its Board of Trustees, on the date first written.

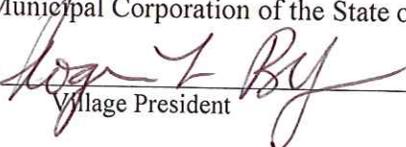
(Corporate Seal)

ATTEST:

BY:  
Its Clerk



VILLAGE OF VERNON HILLS  
A Municipal Corporation of the State of Illinois

BY:   
Village President

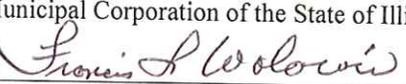
(Corporate Seal)

ATTEST:

BY:  
Its Secretary



COUNTRYSIDE FIRE PROTECTION DISTRICT  
A Municipal Corporation of the State of Illinois

BY:   
District President