

**ADDISON FIRE PROTECTION DISTRICT #1
RESOLUTION NO. 2017-04**

**AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT
WITH THE COUNTY OF DUPAGE ON BEHALF OF ITS EMERGENCY TELEPHONE
SYSTEM BOARD (ETSB) FOR DISPATCH CONSOLIDATION COST REIMBURSEMENT**

WHEREAS, the Addison Fire Protection District No. 1 ("the District") is a fire protection district duly organized under the laws of the State of Illinois (70 ILCS 705/1 et seq.); and

WHEREAS, the Board of Trustees of the District ("the Board") has full power to pass all necessary ordinances and rules and regulations for the proper management and conduct of the business of the Board of Trustees and for carrying into effect the objects for which the District was formed pursuant to Section 6 of the Fire Protection District Act (70 ILCS 705/6); and

WHEREAS, the County of DuPage, Illinois, on behalf of its Emergency Telephone System Board ("the ETSB"), has prepared an intergovernmental agreement with District; and

WHEREAS, said agreement will allow for reimbursement of \$200,000.00 of expenses paid by the District to the Addison Consolidated Dispatch Center related to dispatch center consolidation within the County of DuPage; and

WHEREAS, the Board has reviewed this intergovernmental agreement and other materials prepared by the County of DuPage and the ETSB which detail these available reimbursements and such documents are incorporated in this resolution as if fully set forth herein; and

WHEREAS, the Board desires to enter into the said intergovernmental agreement;

NOW THEREFORE BE IT RESOLVED THAT the Board of Trustees of the Addison Fire Protection District #1 shall be and hereby is directed to execute the attached intergovernmental agreement; and further

BE IT RESOLVED, that the Secretary shall transmit copies of this Resolution and executed intergovernmental agreement to the Executive Director of the Emergency Telephone System Board forthwith; and further

ADOPTED this 5th day of July, 2017, by a roll call vote as follows:

AYES: 3
NAYS: 0
ABSENT: 0



Michael J. Super
President, Board of Trustees
Addison Fire Protection District No. 1

Chels Super
Secretary, Board of Trustees
Addison Fire Protection District No. 1

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

SECRETARY'S CERTIFICATE

I, CHARLES BAXA, JR., the duly qualified and acting Secretary of the Board of Trustees of the Addison Fire Protection District No. 1, DuPage County, Illinois, do hereby certify that attached hereto is a true and correct copy of a Resolution entitled:

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which Resolution was duly adopted by said Board of Trustees at a meeting held on the 5th day of July, 2017.

I do further certify that a quorum of said Board of Trustees was present at said meeting, and that the Board of Trustees complied with all the requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of July, 2017.




Secretary, Board of Trustees
Addison Fire Protection District No. 1

**Intergovernmental Agreement By and Between
the County of DuPage on behalf of its Emergency Telephone System Board
And
Addison Fire Protection District #1**

The County of DuPage, hereinafter referred to as "the County", a body corporate and politic, on behalf of its Emergency Telephone System Board, hereinafter referred to as "DuPage ETSB," and the Addison First Protection District #1, hereinafter referred to as "the Agency," are entering into this agreement based on the following criteria:

1. The Agency is a public safety agency that is a member of the DuPage ETSB.
2. If applicable, the Agency has submitted, in writing, its request to terminate staffing and operational support as a host agency for a PSAP of the DuPage ETSB 9-1-1 System.
3. The Agency has submitted, in writing, its intent to migrate to a consolidated center for purposes of E9-1-1 dispatch services and seeking financial assistance for this purpose.
4. Financial assistance for Criteria 2 and 3 are in the best interest of and will result in an overall cost savings to DuPage ETSB.
5. DuPage ETSB has submitted the change in 9-1-1 System to the ICC for approval and has received approval for the plan modification.
6. The parties have reviewed the cost sheet and agreed upon the applicable costs associated with the closure of the PSAP and the migration of the Agency to a consolidated center. The expenses are a made a part of this Agreement as Attachment A.
7. The agreed upon costs are allowed by statute, administrative code and/or ICC regulations.
8. The agreement has been reviewed and approved by the DuPage County State's Attorney's office.
9. The County is executing this Agreement on behalf of the DuPage County ETSB and shall not be liable for any acts or omissions of the ETSB arising from this Agreement.

The DuPage ETSB will bear the financial responsibility for the re-engineering and relocation of the 9-1-1 System services and equipment as designed in the ICC approved modifications to the DuPage ETSB 9-1-1 System Plan as detailed in this agreement.

The DuPage ETSB will provide financial assistance for the migration of a hosting agency or a requesting agency to a consolidated center as detailed in Attachment A.

The Agency further understands and agrees that it shall not be eligible for any additional financial support from DuPage ETSB if it breaks the governance agreement under by which the DuPage ETSB provided monetary assistance. The Agency understands and agrees that any desired change in the method by which it receives E9-1-1 services must have prior approval from the DuPage ETS Board and subsequently the ICC as defined by statute. If the change in the E9-1-1 Plan is in the best interest of and will result in an overall cost savings to DuPage ETSB, then DuPage ETS Board may consider providing financial assistance.

Funding received for any costs that are not a part of the E9-1-1 system this agreement constitutes a one-time reimbursement. DuPage ETSB has no continuing obligation for the maintenance, support, or replacement of any such item on Attachment A.

[If applicable] The DuPage ETSB will finance the Agency's reserve fund contribution or administrative fund. The Agency shall be responsible for any penalties it incurs as a result of termination with the governance agreement it enters into with the consolidated center and shall reimburse the DuPage ETSB the full amount of the reserve contribution within 90 days from the date the governance agreement is terminated. Such agreement shall remain in effect for a period of 5 years from the date of cut over of E9-1-1 services.

DuPage ETSB and the Agency hereby release and agree that each shall indemnify and hold harmless the other party and all of its present, former and future officers, including board members, commissioners, employees, attorneys, agents and assigns from and against any and all losses, liabilities, damages, claims, demands, fines, penalties, causes of action, costs and expenses whatsoever, including, but not limited to, attorneys' fees and court costs, present or future, known or unknown, sounding in law or equity that arise out of or from or otherwise relate, directly or indirectly, from its duties under this Agreement or to the use of the items for which DuPage ETSB has provided reimbursement to the extent authorized by law, including, but not limited to any injury or damage caused by the failure of the supplied equipment to function properly or to operate as designed.

The Agency acknowledges that the participation of the County, a unit of local government, is required solely for the execution of this Agreement on behalf of the DuPage ETSB and for no other purpose. Upon execution, the County shall have no other duties, rights, or responsibilities with respect to the Agreement. The Agency shall indemnify and hold the County harmless and all of its present, former and future officers, including board members, commissioners, employees, attorneys, agents and assigns from and against any and all losses, liabilities, damages, claims, demands, fines, penalties, causes of action, costs and expenses whatsoever, including, but not limited to, attorneys' fees and court costs, present or future, known or unknown, sounding in law or equity that arise out of or from or otherwise relate, directly or indirectly, to this Agreement. The DuPage ETSB shall reimburse the County for any and all expenses it may incur as a result of this Agreement.

Each party represents to the other that:

1. it has obtained all necessary approvals, consents and authorizations to enter into this Agreement;
2. the person executing this Agreement on behalf of their party has the authority to do so;
3. upon execution of this Agreement by the parties, it is a valid and binding, enforceable in accordance with its terms; and
4. the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the party.

The parties hereby enter into this Agreement as of the Effective Date.

DuPage ETSB

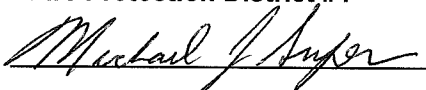
By: _____

Name: Gary Grasso

Title: Chairman

Date: _____

Addison Fire Protection District #1

By: 

Name: Michael J. Super

Title: President, Board of Trustees

Date: July 5th, 2017

COUNTY OF DUPAGE

By: _____

Name: Daniel J. Cronin

Title: Chairman

Date: _____