

AUTHORIZING AN AGREEMENT WITH THE BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY TO PROVIDE SAFETY SERVICES INCLUDING FIRE PROTECTION AND AMBULANCE SERVICE TO THE UNIVERSITY FROM JANUARY 1, 2020 THROUGH DECEMBER 31, 2024.

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, the Board of Trustees of Northern Illinois University ("NIU") is a body politic and corporate pursuant to the Northern Illinois University Law, 110 ILCS 685/30-1, *et seq.*; and

WHEREAS, the Article VII, Sec. 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize the City and NIU to enter into intergovernmental agreements to jointly exercise, combine, transfer, and enjoy their powers, privileges, functions, and authority; and

WHEREAS, the City and NIU have negotiated a five-year extension to the fire services agreement (the "IGA"), a copy of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the City's Corporate Authorities find that approving the IGA is in the public interest and promotes the City's public health, safety, and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: The City's Corporate Authorities approve the IGA in the same or substantially similar form as attached hereto and incorporated herein as Exhibit A, and the Mayor is authorized and directed to execute the IGA, subject to such revisions as shall be acceptable to him with the recommendation of City staff, and the City Clerk or Executive Assistant shall be authorized and directed to attest the Mayor's Signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 9th day of December 2019 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None.

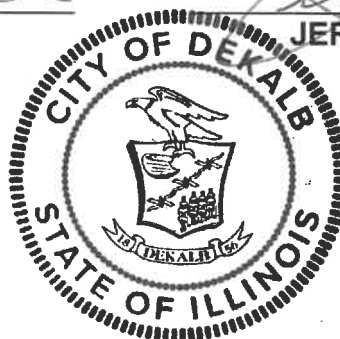
ATTEST:



Ruth A. Scott
Executive Asst.



JERRY SMITH, Mayor



**EXHIBIT A
(FIRE SERVICES AGREEMENT)**

AGREEMENT

THIS AGREEMENT, made and entered into in duplicate original this 10th day of December, 2019, by and between the CITY OF DEKALB, a municipal corporation, hereinafter referred to as the "City," and the BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY, hereinafter referred to as the "University," witnesseth, that:

WHEREAS, in accordance with state statutes, the University may make payments to the City for providing unplanned fire protection and ambulance services and planned ambulance event support; and

WHEREAS, the University desires to receive and the City desires to provide such services;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the University and the City agree as follows:

1. The City, through the DeKalb Fire Department, shall provide unplanned fire protection and ambulance services for five (5) years commencing January 1, 2020 through and including December 31, 2024, and the University shall make equitable payments to the City as a contribution toward the provision of such services as follows:

- 2020: \$831,714
- 2021: \$831,714
- 2022: \$840,031
- 2023: \$848,431
- 2024: \$856,916

2. Thereafter, if the parties hereto have not entered into a new agreement, the University shall make payments on a quarterly basis of the payments provided in paragraph 1 for 2024 until such new agreement is finalized. The payments under any such agreement shall be adjusted so that the University pays the City the newly negotiated pro rata amount for the months paid for after December 31, 2024.

3. The University shall commit an allowance not-to-exceed Fifty Thousand Dollars (\$50,000) for the capital purchase of replacement fire department vehicles/major equipment used to support services to the University. This allowance shall be used as the University's fair-share contribution to any vehicle/major equipment purchase and used only in combination with City funds for the capital purchase. The University fair-share is determined as 7.5% of the equipment purchase value.

4. The City, through the DeKalb Fire Department, shall provide planned ambulance services to support events including, but not limited to, NIU football games at the Huskie Stadium, Convocation Center, Huskie Stadium, Barsema Alumni and Visitors Center and other designated events on campus as requested by the University, hereinafter referred to as "University Events." This service shall also be scheduled for five (5) years commencing on January 1, 2020 through

and including December 31, 2024. The City shall provide such services in accordance with Exhibit A on an as-requested basis. Planned ambulance support for University Events will be charged by an hourly rate based on the type and number of vehicles or staff required for specific events as described in Exhibit A. While the total amount for these event support services will vary annually, the University anticipates the annual maximum of ordered services to be One Hundred Twenty-Five Thousand Dollars (\$125,000) per each year of the contract. Should additional event support be required, the maximum amount will be revised through a bilateral amendment.

5. Nothing herein shall limit the City's right and ability to impose or adjust other user-based fees, including but not limited to imposition or adjustment of user fees, "treatment and non-transport fees" or other similar charges. The University and the City agree and acknowledge that the amounts identified in this Agreement are paid in consideration of the City's agreement to be available to provide unplanned fire protection and ambulance services and planned ambulance event support services to the University and do not constitute payment of individual treatment or transport fees.

6. The University shall allow the City access, through its agents or employees, into any and all buildings or other constructed improvements on university property for purposes of preparing pre-plan operations, fire prevention activities, firefighting purposes, emergency medical services, and technical rescue assistance. The University shall also facilitate reasonable access to university property to support training operations as described in Exhibit B. The University shall provide the City, through the DeKalb Fire Department, during regular business hours or upon reasonable notice, the following:

- A. Access to university property with emphasis on higher risk environments (i.e. residence halls, Holmes Student Center, science buildings, hazardous materials storage facilities, steam tunnels, rooftops, and the Heating Plant.)
- B. Access to critical building information (i.e emergency contact information, operating procedures, laboratory safety plans, building floor plans, site plans, fire protection drawings, and emergency safety system information) as specified in the current edition of NFPA 1620: *Standard for Pre-Incident Planning*. The University and the City will collaborate to develop an electronic-based system so such data can be shared where possible to facilitate response to campus emergencies.
- C. Description of operations involving facilities and/or contractor personnel entering into environments on campus (e.g. trenches, steam tunnels, boilers, tanks, vaults) which may require the DeKalb Fire Department to be prepared to provide emergency technical rescue services.

7. The University agrees that all officers, employees, agents, representatives or other personnel employed by or under the control of the University shall fully cooperate with the City, the Fire Chief of the City of DeKalb Fire Department, or his designee, and any firefighter or paramedic assigned by the City to assist in response to any emergency response on University property.

8. The City shall be an independent contractor in the performance of its duties and obligations hereunder and nothing contained in this Agreement shall be construed as creating the relationship of agent-principal as between the City and the University. The City shall not be held responsible for any damage to persons or property attributed to the negligence of the University or its

employees or agents. Subject to the limitations of applicable Illinois law, including the Court of Claims Act and the State Employee Indemnification Act, the University shall indemnify the City against any and all liability attributable to the negligent acts or omissions of the University, its employees or agents pursuant to applicable law, including but not limited to, the provisions of 5 ILCS 350/0.01 et seq.

9. The University agrees to pay a false alarm fee of One Hundred and 00/100 Dollars (\$100.00) upon the seventh (7th) and any subsequent false alarm within any calendar year at any single building owned, operated or under the control of the University. The University agrees to pay a false alarm fee of One Hundred and 00/100 Dollars (\$100.00) upon the fifty-first (51st) and each subsequent false alarm within any calendar year if the number of cumulative false alarms among all its buildings exceed fifty (50) false alarms in said calendar year. In no case shall more than one (1) false alarm fee be due for any one (1) false alarm.

10. If the University causes a hazardous material to be released within the corporate limits of the City, it shall be liable for payment of all reasonable, documented resources and costs expended by the City and any responding mutual aid fire departments, fire districts and other governmental agencies and units as a result of the response to the release of hazardous materials, abatement or clean up activity. These resources and costs expended shall include, but not be limited to, personnel straight time and over time, the hourly costs of salaried employees obtained by dividing annual salary by minimum required hours for the position, private contract labor, the use of City vehicles, the repair of any damages to vehicles and/or equipment resulting from the response and cleanup, and the cost of any supplies expended in response to the incident.

11. The City shall share incident call data and reports in an electronic format acceptable to both parties on a mutually-agreed upon schedule but no less than twice per year. Data shall include but not be limited to: date, time, type and nature of incident and location on University property. Both parties shall commit to resolving any possible discrepancies to ensure the accuracy and timeliness of the data collection and storage process. The City shall maintain, for a minimum of three (3) years after the completion of this Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with this Agreement; the Agreement and all books, records and supporting documents related to this Agreement shall be available for review and audit by the Illinois Auditor General; and the City shall cooperate fully with any audit conducted by the Illinois Auditor General and shall provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this paragraph shall establish a presumption in favor of the University for the recovery of any funds paid by the University hereunder for which adequate books, records and supporting documentation are not available to support the purported disbursement.

12. The parties agree to commence negotiations on any successor agreement not later than ninety (90) days prior to the expiration of this Agreement.

13. This Agreement shall be subject to amendment in writing, signed and approved by both the University and the City. This Agreement and the certifications attached hereto constitute the entirety of this Agreement. Any dispute arising out of the terms or performance of this Agreement shall have its jurisdiction and venue exclusively fixed in the Twenty-Third Judicial Circuit Court,

DeKalb County, Illinois. The University and the City agree and acknowledge that they may enter into additional agreements whereby the City provides additional or supplemental services, including fire-related services to the City, which agreements shall not affect or require modification of this Agreement.

14. The City shall carry insurance coverage in its entirety as stated in the following:

- A. The City, at City's sole cost and expense, will insure its activities and the activities of its employees, agents, and any individuals working on behalf of City in connection with this Agreement and obtain, keep in force, and maintain insurance as follows:
- 1) Comprehensive or commercial general liability insurance, including bodily injury, third party property damage, and contractual liability, with minimum limits as follows:
 - i. Each Occurrence _____ \$1,000,000
 - ii. Personal and Advertising Injury \$1,000,000
 - iii. General Aggregate _____ \$2,000,000
 - 2) Business automobile liability insurance for owned, non-owned, or hired automobiles with a combined single limit no less than \$1,000,000 per occurrence for autos used in connection with this Agreement.
 - 3) Workers' compensation and employer's liability insurance in a form covering City's full liability under the Illinois Workers' Compensation Act, as amended from time to time, with limits of \$500,000 per occurrence.
 - 4) Umbrella liability insurance with limits of \$5,000,000; can be used in combination with other policies to meet requirements above.
- B. Where permitted by policy terms and conditions, University named as "the Board of Trustees of Northern Illinois University" ("Board") shall be named an additional insured with respect to the aforementioned insurance policies and said policies shall include a waiver of subrogation in favor of the Board. All policies shall be written with carriers acceptable to the University and shall apply on a primary and non-contributory basis with respect to policies held by University.
- C. A certificate of insurance evidencing all coverages required herein shall be delivered to University no later than thirty (30) days prior to the Agreement commencement date or immediately upon request. The University shall be notified of any material change in coverage or cancellation of a policy at least thirty (30) days in advance of the change. Any such change or cancellation may result in University's termination of City's services. Should the Agreement extend beyond the dates of coverage reflected on the certificate, a new certificate shall immediately be produced upon execution of the new policy and provided to University by or on behalf of City.
- D. The coverage required by this Agreement shall in no way limit City's liability. If City maintains higher limits than the minimums shown here, University requires and shall be entitled to coverage for the higher limits maintained by City.
- E. If applicable, any entities performing work on behalf of City and in connection with this Agreement, including subcontractors, partners, affiliates, or the like, shall maintain insurance which meets the requirements in this section. Should a third party not be able to meet these requirements, City shall assume liability for any difference in coverage requirements, with the exception of workers' compensation and employer's liability, as such are required of any entity performing work in connection with this Agreement.

15. To the maximum extent permissible under applicable provisions of Illinois law, each party on behalf of itself, its employees and agents (the "indemnifying party" for purposes of this Section) shall indemnify, defend and hold harmless the other party, its, employees and agents (the "indemnified party" for purposes of this Section), from and against any and all demands, losses, liabilities, claims, damages and expenses (including reasonable attorneys' fees, legal and court costs) arising from:

- A. The indemnifying party's failure to comply with any and all federal, state, foreign, local, and municipal resolutions, ordinances, statutes, rules, laws and constitutional provisions applicable to this Agreement,
- B. Any unlawful acts on the part of the indemnifying party,
- C. Personal or bodily injury to or death of persons or damage to the property, to the extent caused by the negligent acts, errors or omissions or the willful misconduct of the indemnifying party, or
- D. The material breach or default of any provisions of this Agreement by the indemnifying party.

16. The City agrees that all of its property shall be at the risk of the City and the University shall not be liable to the City for any loss or damage to such property, unless caused by the gross negligence of the University. The City shall indemnify, defend and hold harmless the University and its trustees, employees and agents from any claims for loss or damage to property brought onto or into the Facilities for the purposes of this Agreement, including all related reasonable attorneys' fees, legal and court costs.

17. This agreement may only be terminated upon mutual agreement by both parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

CITY OF DEKALB

By: [Signature]
Name: Jerry Smith
Date: 12-10-19

BOARD OF TRUSTEES OF
NORTHERN ILLINOIS UNIVERSITY

By: [Signature]
Name: Lisa C Freeman
Date: 1-31-2020

ATTEST:

By: [Signature]
Name: Ruth A. Scott
Date: 12-10-19

By: [Signature]
Name: Sarah McGill
Date: 1-30-2020



By: [Signature]
Name: Bryan Perry
Date: 2-3-2020

Exhibit A – Planned Event Support

1. The City shall provide DeKalb Fire Department planned event support to the University for football games at Huskie Stadium, University Events at the Convocation Center, Barsema Alumni and Visitors Center and other University Events. The equipment and personnel necessary to provide such services shall only be used for the treatment and transportation of sick or injured persons. The advanced life support (ALS) and Basic Life Support (BLS) non-transport units shall be located at Huskie Stadium and arrive at the Facility thirty to ninety (30-90) minutes prior to the scheduled start of each football game. All units located at Huskie Stadium shall be released from the University Event upon completion of said University Event except one ALS unit shall remain until released after the completion of the University Event. The ALS and other units assigned to other University Event locations shall arrive at the Facility fifteen (15) minutes prior to the doors opening. All units located at other University Events shall be released upon completion of the University Event.
2. The number of DeKalb Fire Department personnel and resources serving each football game shall include a minimum of two (2) ALS units staffed with two (2) paramedics each and an optional third ALS unit staffed with (2) paramedics or a (BLS) non-transport unit staffed with two (2) emergency medical technicians (EMTs).
3. The DeKalb Fire Department shall be notified in writing not less than fifteen (15) days in advance of each University Event, of the nature of the event, the size of anticipated audience and any specific health, safety, and emergency needs specific to that event. Occasionally, University Events may be added with less than a fifteen (15) day notice due to the nature of the University Event. The number of DeKalb Fire Department personnel serving each University Event shall be a minimum of one (1) and a maximum of six (6) staff based on the risk assessment in accordance with the attached Event Profile. Both parties agree that if the event profile analysis dictates staffing needs different than those described above, the staffing can be adjusted if mutually agreed upon. Discussion of such staffing needs shall take place at least seven (7) days prior to the event.
4. If a multiple casualty incident occurs in the City of DeKalb during an event, and the Fire Chief, or his designee, determines it is necessary to assign fire department personnel to other duty, the City reserves the right to temporarily discontinue DeKalb Fire Department coverage at the University Event to support other incidents. In most cases, temporary discontinuance would last thirty (30) minutes or less. Other incidents may include but are not limited to: life threatening injuries or illnesses or major catastrophic events. The DeKalb Fire Department coverage shall be temporarily discontinued until such time an ALS unit can return to the University Event. While coverage is temporarily discontinued, a BLS unit staffed with two (2) EMTs shall remain on-site during the event in accordance with the Event Profile. The ALS units shall notify the Huskie Stadium or University Event Manager of the need to temporarily discontinue coverage prior to leaving the University Event. The ALS unit shall notify the Huskie Stadium or University Event Manager upon return to the University Event that coverage has been restored. The University accepts the

possibility that there may be no ALS or BLS units available on-site while coverage is temporarily discontinued.

5. The University shall supply Fire Department personnel the necessary resources including communications equipment to facilitate the transference of information to allow DeKalb Fire Department personnel to properly receive and respond to emergency calls. The number of personnel and the amount or type of equipment supplied by the University shall be designated by the Fire Chief of the DeKalb Fire Department or his designee.
6. The University shall pay the City the sum of \$200.00 per hour for each assigned ALS unit staffed with two (2) Paramedics and \$ 100.00 per hour for each BLS non-transport unit staffed with two (2) Fire Department personnel (Paramedic or EMT) for each hour the BLS non-transport unit is assigned to University Events other than football games. For University Events held at Huskie Stadium, the University shall pay the City the sum of \$200.00 per hour for each assigned ALS unit staffed with two (2) Paramedics and \$100.00 per hour for each BLS non-transport unit staffed with two (2) Fire Department Personnel (Paramedic or EMT) for each hour the ALS and/or BLS non-transport units are assigned to a University Event at Huskie Stadium. The University shall not be obligated to pay said sums to the City if coverage is temporarily discontinued due to other community emergencies and alternate coverage cannot be provided. As such, the hours billed for the University Event shall only reflect those hours for which the University Event was covered. The City shall bill the University monthly with payment to be received by the 15th of the next month.
7. All officers, employees, agents, representatives or other personnel employed by or under the control of the University shall fully cooperate with the City, the Fire Chief of the City of DeKalb or his designee, and paramedics assigned by the City on duty at University Events hereunder.
8. The City shall be an independent contractor in the performance of its duties and obligations hereunder and nothing contained in this Agreement shall be construed as creating the relationship of agent-principal as between the City and the University. The City shall not be held responsible for any damage to persons or property attributed to the negligence of the University or its employees or agents. To the extent permitted by law, the University shall defend and indemnify the City against any and all claims or liability attributable to the acts or omissions of the University arising directly or indirectly out of the services provided pursuant to this Agreement.

Event Profile

Emergency medical coverage provided by the DeKalb Fire Department to support University Events is based upon the risk profile of the University Event. Each University Event is assessed and categorized as either Low, Medium, or High* in accordance with the following:

As Needed

(Career Fairs)

One (1) EMT shall provide coverage as determined by event management at the Convocation Center and the Barsema Alumni and Visitors Center.

Low

(StemFest, Cheer Events, High School Graduations, NIU Commencements, and Drum Corp Events). An ALS unit staffed with two (2) fire department employees (Paramedic and EMT). Both parties agree that if the onsite ambulance transports to the hospital no additional fire department support will be provided. NIU personnel should call 911 if an emergency occurs while coverage is temporarily discontinued.

Medium

Two (2) ALS units or one (1) ALS unit and one (1) BLS non-transport unit and a total staff of four (4) fire department personnel of which at least three (3) will be Paramedics. This allows for first transport out capability with two (2) fire department personnel remaining for standby.

High

Two (2) ALS units, one (1) BLS non-transport unit, and a total staff of six (6) fire department personnel of which at least four (4) will be Paramedics. This allows for the option of first and second transport capabilities and a standby crew to remain at the University event.

Special Events

For events of special significance, a command post will be assigned and staffed with a mutually agreed upon number of staff from the University and the DeKalb Fire Department.

*NOTE: The need for emergency medical services may vary between University Events. Any deviation from the Event Profile shall be mutually agreed upon by the University Event staff and the DeKalb Fire Department prior to each University Event.

Exhibit B – Training Support

This exhibit outlines provisions for the DeKalb Fire Department to use Facilities for training and exercise operations to enhance fire-fighting tactics and emergency response strategies. Specific provisions are as follows:

1. The University agrees that, after meeting its responsibilities to students and staff, it will permit, to the extent of its ability and upon request by the City, the use of its Facilities by the City for training operations by City fire department personnel. Upon request by the City, the University, in its sole and absolute discretion, may permit the City to use any building or structure owned by the University that is located within the City of DeKalb on a temporary basis for training operations by City fire department personnel. In their use of the Facilities, City and its officers, agents, volunteers and invitees must adhere to all University policies and guidelines.
2. The Chief of the Fire Department (or designee) will have primary responsibility for the management of training operations by the City. The Chief of the Fire Department (or designee) will provide notice to University Public Safety Dispatch whenever the Fire Department conducts training operations in which there is no potential impact to facility operations or occupants on university property. The Chief of the Fire Department (or designee) will provide notice to appropriate staff in the Environmental Health and Safety Department of all training operations that have potential to impact facility operations or occupants on university property.
3. The City will exercise reasonable care while using Facilities and will make no modifications to the Facilities without the express written approval of the University.
4. The City will reimburse the University for damage to the Facilities or other property of University, reasonable wear and tear excepted, resulting from use by the City. Reimbursement for damage to Facilities will be based on replacement at actual cash value.