

RESOLUTION 2021-077

PASSED: AUGUST 23, 2021

AUTHORIZING AN AGREEMENT WITH THE DEKALB COMMUNITY UNIT SCHOOL DISTRICT NO. 428 TO PROVIDE EMERGENCY MEDICAL SERVICES FOR DEKALB HIGH SCHOOL HOME FOOTBALL GAMES FOR THE 2021-2022 SCHOOL YEAR.

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, DeKalb Community Unit School District No. 428 ("D428") is a school district pursuant to the Illinois School Code, 105 ILCS 5/1, *et seq.*; and

WHEREAS, 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 D428 to enter into intergovernmental agreements to jointly exercise, combine, transfer, and enjoy their powers, privileges, functions, and authority; and

WHEREAS, the City's Fire Department has a history of working in consortium with the DeKalb Community Unit School District No. 428 ("D428") to provide emergency medical services ("EMS") to D428 for DeKalb High School ("DHS") football events; and

WHEREAS, the City and D428 negotiated an intergovernmental agreement allowing the City to provide EMS for DHS football events in the form attached hereto and incorporated herein as Exhibit A (the "IGA"); and

WHEREAS, the City's corporate authorities find that approving the IGA is in the City's best interests for the protection of the 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 Exhibit A attached hereto and incorporated herein, and further authorize and direct the Mayor to execute, and the Executive Assistant to attest, the IGA, and for the City Fire Chief or his designee to perform all acts necessary on the City's behalf to effectuate the IGA.

SECTION 2: This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of DeKalb that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, that this resolution shall supersede state law in that regard within its jurisdiction.

SECTION 3: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 23rd day of August 2021 and approved by me as Mayor on the same day. Passed by 7-0-1 roll call vote. Aye: Morris, Larson, Smith, Perkins, McAdams, Faivre, Barnes. Nay: None. Absent: Verbic.




COHEN BARNES, Mayor

ATTEST:



Ruth A. Scott, Executive Assistant

**CITY OF DEKALB
DEKALB HIGH SCHOOL HOME FOOTBALL GAME AGREEMENT**

THIS HOME FOOTBALL GAME AGREEMENT ("Agreement"), dated as of this 23rd day of August 2021, is by and between the City of DeKalb and DeKalb Community Unit School District #428 ("CUSD 428").

WITNESSETH

WHEREAS, the City of DeKalb operates a Fire Department located at 700 Pine Street, DeKalb, in DeKalb County, Illinois which provides Fire Protection and Emergency Services; and

WHEREAS, CUSD 428 has determined that it wishes to have the DeKalb Fire Department provide one ambulance staffed with two paramedics at each DeKalb High School ("DHS") home football game; and

WHEREAS, the parties wish to enter into a consortium to memorialize their arrangement pursuant to the terms and conditions provided in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the promises and mutual covenants contained in this Agreement, the delivery and sufficiency of which is hereby acknowledged, the parties agree as follows:

CITY/FIRE DEPARTMENT DUTIES

1. The City of DeKalb Fire Department agrees to provide emergency medical services at DHS home football games.

2. The equipment and personnel necessary to provide said emergency medical services shall be used only for the treatment and transportation of sick or injured persons. The mobile intensive care unit shall arrive at the school five minutes prior to game time and shall leave at the completion of the game, subject to the terms and conditions herein.

3. In the event that a multiple casualty incident or other severe emergency or series of emergency calls occur during an event, and the Fire Chief, or his designee, determines that it is necessary to assign the aforementioned paramedics to other duty, the City reserves the right to discontinue temporarily emergency medical service coverage at the event to assist in the other incidents. In most cases, temporary discontinuance would last thirty (30) minutes or less. These other incidents, which can cause emergency service coverage to be temporarily discontinued, may include, but are not limited to life threatening injuries, life threatening illnesses, multiple calls for service, mutual aid calls, or major "catastrophic" events. The phrase "temporarily discontinued," as it is used in the above sentence, means that the emergency medical service coverage shall be discontinued at the event until such time as a replacement crew and ambulance become available. During the temporarily discontinued time, the event shall still be covered for emergency medical service by the DeKalb Fire Department, but the emergency crews shall be at the various DeKalb Fire Stations or responding to calls and not on site at the event. At such time that the service is discontinued temporarily, the on-site emergency crew shall notify the DHS Athletic Director or other DHS personnel at the event.

4. In certain situations, the ambulance stationed at Fire Station #3 shall transport patients, thereby leaving the mobile intensive care unit on scene. However, if the ambulance located at Fire Station #3 is unavailable, the mobile intensive care unit would be required to transport a patient to a medical facility, and the procedures for a temporary discontinuance described in paragraph 3 shall be followed.

CONSORTIUM DUTIES

1. DHS shall supply to each of the emergency units mentioned above, all necessary communications equipment and personnel employed by DHS to facilitate the transference of information to allow DeKalb Fire Department personnel to properly receive and to respond to any call for assistance. The number of personnel and the amount or type of equipment supplied by DHS, necessary for the aforesaid purposes, shall be designated by the Fire Chief of the DeKalb Fire Department or his designee.
2. CUSD 428 shall pay the City the sum of \$550.00 for one ambulance staffed with two paramedics that are assigned to home football games. CUSD 428 shall be obligated to pay said sums to the City even in the event that said equipment or personnel are temporarily reassigned as the result of a temporary discontinuance of services, as described in paragraphs 3 and 4 above. However, if DeKalb Fire Department personnel do not return to cover the event, the hours billed for the event shall only reflect those hours for which the event was actually staffed. The City shall bill CUSD 428 monthly with payment to be received by the 15th of the next month.
3. All officers, employees, agents, representatives, or other personnel employed by or under the control of CUSD 428 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 events hereunder.
4. 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 CUSD 428. The City shall not be held responsible for any damage to persons or property attributed to the negligence of CUSD 428 or its employees or agents. To the extent permitted by law, CUSD 428 shall defend and indemnify the City against any and all claims or liability attributable to the acts or omissions of CUSD 428 arising directly or indirectly out of the services provided pursuant to this agreement.

TERMINATION

Either party may terminate this Agreement upon not less than thirty (30) days written notice to the other party. In addition, the City reserves the right to terminate this Agreement upon provision of verbal notice, to be followed with written notice as soon as practicable thereafter, in the event that CUSD 428 engages in any conduct that presents a substantial breach of this Agreement. This Agreement shall be in full force and effect for the 2021-22 school year of CUSD 428.

MODIFICATIONS AND AMENDMENT

This Agreement may not be modified or amended other than by agreement in writing, signed by both parties.

ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties and supersedes all prior understandings, whether oral or written.

NOTICE

Any notice, request, demand, consent, approval, or other communication required or permitted under this Agreement will be written and will be deemed to have given when personally delivered; or on the next following day after it is deposited in any depository regularly maintained by the United States Postal Service, postage prepaid, certified, or registered mail, return receipt required addressed to:

If to DeKalb Fire Department:

If to DeKalb Community School District 428:

City of DeKalb
Attention: Mayor
164 E. Lincoln Hwy.
DeKalb, Illinois 60115

DeKalb Community School District 428
Attention: Sarah Moses, Board President
901 S. Fourth St.
DeKalb, Illinois 60115

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the date first written above.

CITY OF DEKALB

DEKALB COMMUNITY UNIT SCHOOL DISTRICT 428

BY: 
Cohen Barnes, Mayor

BY: 
Sarah Moses, Board President

ATTEST:


Ruth Scott, Executive Assistant