

RESOLUTION 13-82

Passed: October 14, 2013

**AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS, TO EXECUTE AN AGREEMENT WITH THE SCHOOL BOARD OF DISTRICT #428 TO PROVIDE EMERGENCY MEDICAL SERVICES FOR FOOTBALL HOME GAMES FROM SEPTEMBER 20, 2013 THROUGH OCTOBER 25, 2013.**

**BE IT RESOLVED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, as follows:

**Section 1.** That the Mayor of the City of DeKalb be authorized and directed to execute an agreement with the School Board of District #428 to provide emergency medical services at the DeKalb High School home football games from September 20, 2013 through October 25, 2013 (four games), a copy of which is attached hereto and made a part hereof as Exhibit "A."

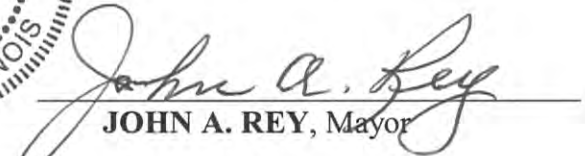
**Section 2.** That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor's signature.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, at a regular meeting thereof held on the 14<sup>th</sup> day of October, 2013 and approved by me as Mayor on the same day. Passed on the Consent Agenda by roll call vote 6-0-2. Aye: Jacobson, Finucane, Snow, Naylor, Baker, Rey. Absent: Lash, O'Leary.

ATTEST:

  
ELIZABETH E. PEERBOOM, City Clerk



  
JOHN A. REY, Mayor

**CITY OF DEKALB**

**DEKALB HIGH SCHOOL HOME FOOTBALL GAME AGREEMENT**

**THIS HOME FOOTBALL GAME AGREEMENT** ("Agreement"), dated as of this \_\_\_ day of September 2013, is by and between the City of DeKalb and DeKalb High School ("DHS").

**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**, DHS has determined that it wishes to have the DeKalb Fire Department provide one ambulance staffed with two paramedics at each DHS home football game as detailed in Addendum A attached here to and made a part of this Agreement herewith, and

**WHEREAS**, the parties wish 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 during the 2013 football season on the date and at the time specified in Addendum A, to be played at DeKalb High School.
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 at the time specified in Addendum A 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. DHS shall pay the City the sum of \$500.00 for one ambulance staffed with two paramedics that are assigned to football events listed on Addendum A. DHS 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 DHS 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 DHS 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 DHS. The City shall not be held responsible for any damage to persons or property attributed to the negligence of DHS or its employees or agents. To the extent permitted by law, DHS shall defend and indemnify the City against any and all claims or liability attributable to the acts or omissions of DHS arising directly or indirectly out of the services provided pursuant to this agreement.

**TERM**

The term of this Agreement shall be for the 2013-2014 High School football season. This agreement will be reviewed at the end of this term.

**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 DHS:

DeKalb High School  
501 W. Dresser Road  
DeKalb, Illinois 60115  
Bryon Houy, Athletics and Activities Director

If to the Fire Department:

City of DeKalb  
200 S. Fourth Street  
DeKalb, Illinois 60115  
John Rey, Mayor

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

**DEKALB HIGH SCHOOL**

**CITY OF DEKALB**

By:  \_\_\_\_\_

\_\_\_\_\_

Title: Athletic Director

\_\_\_\_\_

**Addendum A**

DeKalb High School  
Home Football Games

<u>Date</u>	<u>Arrival Time</u>	<u>Apparatus</u>	<u>Paramedics</u>
September 20, 2013	5 minutes prior to game time	Ambulance	2
October 4, 2013	5 minutes prior to game time	Ambulance	2
October 11, 2013	5 minutes prior to game time	Ambulance	2
October 25, 2013	5 minutes prior to game time	Ambulance	2