

**RESOLUTION 2014-072 Passed: August 11, 2014**

**AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO ENTER INTO A SERVICE AGREEMENT WITH NORTHERN ILLINOIS UNIVERSITY FOR EMS SERVICES AT CONVOCATION CENTER AND ATHLETIC.**

**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 enter into a Service Agreement with Northern Illinois University for EMS Services at Convocation Center and Athletic Events.

**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 11<sup>th</sup> day of August, 2014 and approved by me as Mayor on the same day. Passed on the Consent Agenda via Omnibus roll call vote of 6-0-2. Aye: Jacobson, Finucane, Lash, Snow, Naylor, Rey. Absent: Baker, O'Leary.

**ATTEST:**

  
ELIZABETH E. PEERBOOM, City Clerk

  
JOHN A. REY, Mayor



**AGREEMENT**

THIS AGREEMENT, made and entered into in duplicate original on this 11 day of August, 2014, by and between the BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY, hereinafter referred to as the "University," and the CITY OF DEKALB, hereinafter referred to as the "City," witnesseth:

WHEREAS, the University desires that the City provide the University with DeKalb Fire Department services at Northern Illinois University home football games and at events at the Northern Illinois University Convocation Center, Huskie Stadium, Barsema Alumni and Visitors Center and other designated events or facilities on campus as requested by University, hereinafter referred to as the "University Locations" or "University Events"; and

WHEREAS, the City is willing to provide the University and the University Locations with such DeKalb Fire Department services; and

WHEREAS, the goal of the parties is to have One Hundred Percent (100%) DeKalb Fire Department coverage for these University Events;

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

1. The City shall provide DeKalb Fire Department services to the University for Northern Illinois University home football games to be played at Huskie Stadium in DeKalb, Illinois, and at events at the Convocation Center, or designated events or facilities, from July 1, 2014, through June 30, 2016. 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 units and assistance units for football games and for events at the Convocation Center, if required pursuant to the Event Profile described herein, shall be located at Huskie Stadium or the Convocation Center and shall arrive at the facility thirty to ninety (30-90) minutes prior to the scheduled start of each event. All units shall be released from an event upon completion of said event except one mobile intensive care unit shall remain until released after the completion of the event.

2. The number of DeKalb Fire Department personnel and resources servicing each football game shall include two (2) mobile intensive care units staffed with two (2) paramedics each and a backup or assistance unit staffed with two (2) emergency medical technicians (EMT).

The DeKalb Fire Department shall be notified, in writing not less than fifteen (15) days in advance of each event at the Convocation Center, the nature of the event, the size of anticipated audience and any specific health, safety and emergency needs peculiar to that event. Occasionally, events may be added with less than fifteen (15) days notice due to the nature of the Convocation Center events. The number of DeKalb Fire Department personnel servicing each Convocation Center event shall be a minimum of one (1) and a maximum of six (6) staff based on the risk assessment made in accordance with the attached Event Profile. It is understood, if the event 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.

3. In the event that a multiple casualty incident occurs in the City of DeKalb 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 DeKalb Fire Department 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, or major "catastrophic" events. The phrase "temporarily discontinued," as it is used in the above sentence, means that the DeKalb Fire Department 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 emergency calls and not on site at the event. At such time that the service is discontinued temporarily, the onsite emergency crew shall notify the Huskie Stadium or Convocation Center's Event Manager for the event. When a crew returns, they shall also notify the Huskie Stadium or Convocation Center's Chief of Security for the event. It is specifically understood by the University that in these circumstances, the equipment and/or personnel referenced in paragraph 1 above would not be located at the event.

4. In certain situations at the Convocation Center, such as an event profile "Low" assignments, if available, the ambulance stationed at Fire Station #3 shall transport patients from

the Convocation Center, thereby leaving the mobile intensive care unit or assistance unit on scene at the Convocation Center. However, if the ambulance located at Fire Station #3 is unavailable, the mobile intensive care unit or assistance unit would be required to transport a patient from the Convocation Center to a medical facility, and the procedures for a temporary discontinuance described in paragraph 3 shall be followed.

5. The University shall supply to each of the emergency units mentioned above all necessary communications equipment and personnel employed by the University 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 the University, necessary for the aforesaid purposes, 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 \$43.00 per hour for each assigned Fire Department personnel for each hour the personnel are assigned to an event at the Convocation Center. For events held at NIU Huskie Stadium, the University shall pay the City the established hourly overtime rate for each hour Fire Personnel are assigned to the event. For events held at NIU Huskie Stadium during the period between July 1, 2014 and June 30, 2015, the hourly overtime rates for each rank are Firefighter \$45.00, Firefighter/Paramedic \$46.78, Lieutenant \$49.54, Lieutenant/Paramedic \$51.51, Captain \$53.05 and Battalion Chief \$55.43. For events held at NIU Huskie Stadium during the period between July 1, 2015 and June 30, 2016, the hourly overtime rates for each rank are Firefighter \$46.125, Firefighter/Paramedic \$47.95, Lieutenant \$50.779, Lieutenant/Paramedic \$52.80, Captain \$54.38, and Battalion Chief 56.82. The University 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 the University monthly with payment to be received by the 15th of the next month.

7. If additional resources are needed or requested to be placed on standby for an event, such as a HazMat team, a TRT team or a fire engine crew, the hourly cost shall be the same as provided above.

8. 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 events hereunder.

9. 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.

10. The agreement may be terminated by either party hereto upon five (5) days written notice to the other party. Such notice shall be directed to the following persons:

**To the City:**  
City Manager  
City of DeKalb  
200 South Fourth Street  
DeKalb, Illinois 60115

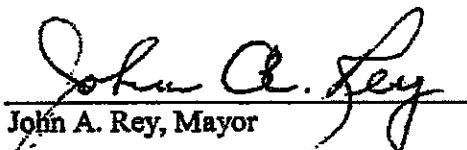
**To the Board of Trustees:**  
University Legal Counsel  
Northern Illinois University  
335 Altgeld Hall  
DeKalb, Illinois 60115

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

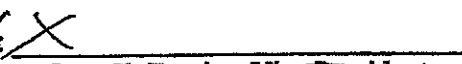
CITY OF DEKALB

BOARD OF TRUSTEES OF  
NORTHERN ILLINOIS UNIVERSITY

BY:

  
John A. Rey, Mayor

BY:

  
~~Sean T. Frazier, Vice President  
Finance & Facilities~~

ATTEST:

  
Elizabeth A. Peerboom, City Clerk  
TIN 36-6005843



BY:

  
Nancy Suttentfield  
Interim Chief Financial Officer

## Event Profile

The Convocation Center bases emergency medical services at NIU events by the potential risk of Low, Medium, and High.\* Based on this risk assessment, suggested emergency medical coverage will be in accordance with the following:

### As Needed

One (1) person trained to the first responder level to attend events as determined by event management at the Convocation Center and the Barsema Center

### Low

An ambulance staffed with two (2) fire department employees of which at least one (1) will be certified to the paramedic level. Transport option will be available, but would not be expected.

### Medium

Two (2) ambulances or one (1) ambulance and one (1) squad and a total staff of four (4) fire department employees of which at least three (3) will be certified to the paramedic level. This allows for first transport out capability with two (2) members remaining for standby.

### High

Two (2) ambulances, one (1) support vehicle, and a total staff of six (6) fire department employees of which at least four (4) will be certified to the paramedic level. This allows for the option of first and second transport capabilities and a standby crew to remain at the Convocation Center.

### Special Events

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

\*NOTE: The need for emergency medical services may vary from event to event, and the designation of an event within the Event Profile shall be based upon a risk assessment to be mutually performed by Convocation Center event staff and the DeKalb Fire Department prior to each event.