

RESOLUTION 2018-116

PASSED: AUGUST 27, 2018

**AUTHORIZING AN AGREEMENT WITH NORTHERN ILLINOIS UNIVERSITY TO PROVIDE EMERGENCY MEDICAL SERVICES FOR HOME FOOTBALL GAMES AND EVENTS AT THE CONVOCATION CENTER, HUSKIE STADIUM, BARSEMA ALUMNI VISITORS CENTER AND OTHER EVENTS FROM JULY 1, 2018, THROUGH DECEMBER 31, 2019.**

**WHEREAS**, the Fire Department has a history of working in consortium with Northern Illinois University (NIU) to provide a safe environment for students, faculty, and visitors; and

**WHEREAS**, the Fire Department has been providing emergency medical services (EMS) to NIU for football games held at Huskie Stadium and events at the Convocation Center through an agreement with NIU for many years; and

**WHEREAS**, this Agreement will cover the hourly overtime 7(g) cost of the personnel assigned; and

**WHEREAS**, with Fire Department personnel assigned to these events providing the first transport capability, it will reduce the call volume of on-duty personnel thus making them more available to respond in other areas of the City.

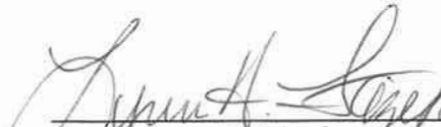
**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:**

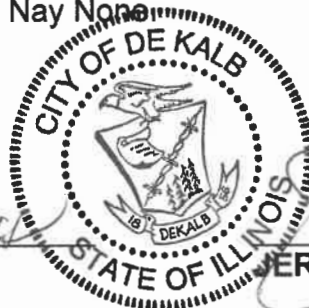
**Section 1:** That the Mayor of the City of DeKalb, Illinois be authorized and directed to execute an Agreement with NIU to provide EMS for football games held at Huskie Stadium and events at the Convocation Center.


**Section 2:** That this Resolution shall be effective upon passage.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 27<sup>th</sup> day of August, 2018, and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Jacobson, Finucane, Marquardt, Fagan, Noreiko, Verbic, Faivre, Smith. Nay None.

**ATTEST:**

  
LYNN FAZEKAS, City Clerk



  
JERRY SMITH, Mayor

## AGREEMENT

THIS AGREEMENT, made and entered into in duplicate original on this 30<sup>th</sup> day of August, 2018, 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 the 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 and University Events in DeKalb, Illinois, from July 1, 2018, through December 31, 2019. 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 advanced life support (ALS) care units and assistance units for football games shall be located at Huskie Stadium and shall arrive at the facility thirty to ninety (30-90) minutes prior to the scheduled start of each event. All units located at Huskie Stadium 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. The advanced life support (ALS) units and assistance units for other University Locations shall arrive at the facility fifteen (15) minutes prior to doors opening. All units located at other University Locations shall be released upon completion of the University Event.

2. The number of DeKalb Fire Department personnel and resources servicing each football game shall include a minimum of two (2) advanced life support (ALS) units staffed with

two (2) paramedics each and an optional 3<sup>rd</sup> ALS unit staffed with (2) paramedics or a basic life support (BLS) non-transport unit staffed with two (2) emergency medical technicians (EMT).

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 peculiar to that event. Occasionally, events may be added with less than a fifteen (15) day notice due to the nature of the University Events. The number of DeKalb Fire Department personnel servicing each University 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.

4. 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 it is necessary to assign the aforementioned paramedics to other duty, the City reserves the right to temporarily discontinue 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 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 University Event Manager for the event. When a crew returns, they shall also notify the Huskie Stadium or University Event 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.

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 \$200.00 per hour for each assigned Fire Department ambulance staffed with (2) Paramedics and \$100.00 per hour for each BLS non-transport staffed with (1) Paramedic or EMT for each hour the BLS non-transport unit is assigned to University Events other than football games. For events held at Huskie Stadium, the University shall pay the City the sum of \$200.00 per hour for each assigned Fire Department ambulance staffed with (2) Paramedics and \$200.00 per hour for each BLS non-transport staffed with (2) Fire Department Personnel for each hour the ambulances and/or BLS non-transport units are assigned to an event at Huskie Stadium. The University shall be obligated to pay said sums to the City even in the event said equipment or personnel are temporarily reassigned as the result of a temporary discontinuance of services, as described in paragraph 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. 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.

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.

9. 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:**

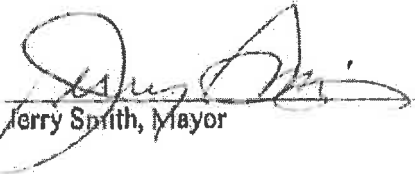
University Legal Counsel  
Northern Illinois University  
335 Altgeld Hall  
DeKalb, Illinois 60115

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

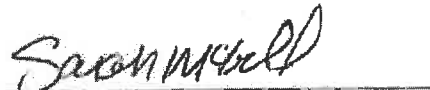
**CITY OF DEKALB**

**BOARD OF TRUSTEES OF  
NORTHERN ILLINOIS UNIVERSITY**

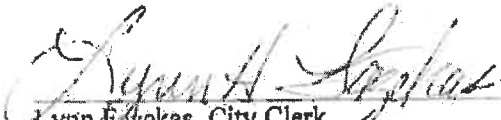
BY:

  
Jerry Smith, Mayor

BY:

  
Sarah McGill, Vice President  
Administration and Finance

ATTEST:

  
Lynn Fizekas, City Clerk  
TIN 36-6005843



## 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

#### (Identified Events -Career Fairs)

One (1) person trained to at least the Emergency Medical Technician level to attend events as determined by event management at the Convocation Center and the Barsema Center.

### Low

(Events-StemFest, Cheer Events, High School Graduations, NIU Commencements, and Drum Corp Events)

An ambulance staffed with two (2) fire department employees, of which at least 1 will be certified to the paramedic level. It shall be understood if the onsite ambulance transports to the hospital no backfill event staffing will be provided by the Fire Department. 911 would need to be called if an emergency occurs until the event ambulance returns to the Convocation Center.

### Medium

Two (2) ambulances or one (1) ambulance and one (1) BLS non-transport Unit 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. Any deviation from the Event Profile shall be mutually agreed upon by the Convocation Center event staff and the DeKalb Fire Department prior to each event.