

**INTERGOVERNMENTAL AGREEMENT  
FOR SHARED FIREFIGHTING AND EMERGENCY MEDICAL SERVICES  
BETWEEN THE CITY OF HIGHLAND PARK  
AND THE CITY OF HIGHWOOD**

THIS AGREEMENT is made as of December 1, 2015, between the CITY OF HIGHLAND PARK, an Illinois home rule municipal corporation, ("*Highland Park*") and the CITY OF HIGHWOOD, an Illinois municipal corporation ("*Highwood*").

**Section 1. Background**

A. Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance, and to use their credit, revenues, and other resources to pay costs related to intergovernmental activities. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, also authorizes intergovernmental cooperation.

B. Highland Park and Highwood (the "*Cities*") have successfully provided assistance to each other and have shared services over the years under various mutual aid, auto-aid, and informal agreements.

C. The Cities have thoroughly studied the firefighting and emergency medical services, fire safety inspection services, and dispatch services each of them provides, and the Cities believe that transferring the management and delivery of these services into the Highland Park Fire Department will increase efficiency, decrease redundancy, decrease costs, and thereby enhance the delivery of public safety services in both Cities.

D. The City of Highwood will submit a referendum question to Highwood voters pursuant to 65 ILCS 5/10-4-12, which, if approved, will authorize the Highwood to cease its firefighting, emergency medical, inspection, and dispatch services, thereby allowing the Cities to advance their goal for Highland Park to provide those services.

E. The structure and staffing of Highland Park's Fire Department are currently sufficient to serve both Cities without significant impact on manpower or equipment.

F. The Cities desire to enter into this Intergovernmental Agreement to set forth their rights and responsibilities with respect to consolidation of fire and emergency medical services.

**Section 2. Services by Highland Park**

A. Emergency Services.

(1) The Highland Park Fire Department (the "*Fire Department*") will provide to Highwood full-time firefighting services, emergency medical services, ambulance transport services, and related services customarily provided by the Fire Department (collectively the "*Emergency Services*").

(2) Level of Emergency Services. The Fire Department will provide Emergency Services to Highwood in the same manner as Emergency Services are provided within Highland Park, applying the Highland Park's standard operating guidelines, standards of response coverage, and other protocols equally to both Cities.

B. Inspection Services. The Highland Park Fire Department, through its Fire Prevention Bureau, will provide fire safety inspection services to Highwood in the same manner as the bureau provides fire safety inspection services within Highland Park ("*Inspection Services*"). The Fire Prevention Bureau will provide identical services to both communities, including any social or educational services. Standard inspection services include structure plan reviews, structure inspections, inspection and testing of fire protection systems, and code compliance inspections. The Cities anticipate that Highland Park will hire one additional inspector as a result of the additional inspections that will be required of the bureau.

C. Dispatch Services. Answering and public safety dispatch services for 9-1-1 calls for Highwood will be handled through Highland Park's public safety answering point (the "*HP Dispatch Center*"). The Cities anticipate that no additions will be necessary in answering positions or personnel at the HP Dispatch Center. The Cities understand that Highwood must comply with the rules and regulations of its current public safety answering point ("*PSAP*") regarding termination of Highwood's relationship with that PSAP. The Cities will make any reasonable adjustment to this Agreement necessary to accommodate that termination, but Highland Park will not have any obligation, whether financial or operational, related to that termination.

### **Section 3. Highwood Payments for Services**

#### A. Emergency Services Costs.

(1) General Payment. Highwood will pay Highland Park a lump-sum annual fee to cover Highland Park's costs to deliver the Emergency Services and Inspection Services (the "*Annual Services Fee*"). For the first year of services, from July 1, 2016, through June 30, 2017, the Annual Services Fee is \$625,600. For each year thereafter the Annual Services Fee will increase as of July 1 in an amount equal to the All Items Consumer Price Index for All Urban Consumers (CPI-U) for the preceding six-month period to a maximum increase of 3 percent per year. The Cities may agree, in writing approved by their corporate authorities, to a different method for calculating the annual increase to the Annual Service Fee.

(2) Payment in Installments. Highwood will pay the Annual Services Fee in four installments, due on July 1, October 1, January 1, and April 1. City representatives may agree from time to time, in writing, on a different payment schedule.

(3) Ambulance Service. Highland Park will manage all aspects of billings and collections for ambulance service rendered by Highland Park. Highwood residents will be billed the same amounts for ambulance service as are billed to Highland Park residents.

### **Section 4. Personnel and Equipment; Command Authority**

A. Transfer of Ambulance and Hose Tester. Highwood will transfer ownership of its 2006 Ford Ambulance and portable hose tester to Highland Park on or before July 1, 2016

(the “*Transferred Equipment*”) at no cost to Highland Park. Highland Park agrees that it has inspected the Transferred Equipment and will accept the Transferred Equipment “as is.”

B. Personnel and Equipment. All personnel and equipment related to the services provided by Highland Park to Highwood under this Agreement will be and remain the personnel and equipment of Highland Park. Highland Park is responsible for all employment matters related to the personnel, including without limitation hiring, salaries, benefits, discipline, and related matters. Highland Park also is responsible for all equipment care and maintenance.

C. Command Authority. The Highland Park Fire Chief, or his or her designees, will be primarily responsible for all services provided to Highwood under this Agreement, including without limitation command authority and decision-making at fires and other emergency scenes and delivery of emergency medical services, Inspection Services, and Dispatch Services. The Highland Park Fire Chief will have discretion at all times whether, and when, to collaborate with, or transfer command authority to, Highwood representatives.

D. Lateral Transfer of Employee. Highland Park will hire current Highwood Firefighter/Paramedic Jason Noga as a lateral transfer from Highwood (the “*Transfer Employee*”). Highland Park will hire and employ the Transfer Employee on successful completion of pre-employment screenings, and the Transfer Employee will be subject to all of the terms of employment applicable to members of the Fire Department, including without limitation the terms and procedures outlined in Highland Park’s collective bargaining agreement with its fire union. Highland Park’s employment of the transfer employee will be subject to terms of agreement between Highland Park and its fire union, a draft of which terms of agreement have been provided to Highwood. Highland Park will consult with Highwood’s City Manager prior to taking any employment action on the Transfer Employee from the commencement of pre-employment screenings to the final day of the Transfer Employee’s probationary period.

## **Section 5. Communications**

(1) Regular Communications. Highland Park and Highwood will communicate regularly regarding the services provided under this Agreement. The primary channel of communications will be between representatives designated by the Highwood City Manager or designee and the Highland Park Fire Chief.

(2) Emergency Communications. In the event of an emergency, the Cities will communicate with each other through their City Managers and the Highland Park Fire Chief.

(3) Annual Meeting; Records. Each month for the first six months of the agreement, and at least quarterly each year thereafter, representatives of the Cities designated by the City Managers will meet to discuss matters related to this Agreement. The purpose of the meetings are to ensure that the Cities have the opportunity to talk in person about the management, delivery, costs, and other matters related to the various services and generally about the relationship between the Cities. The City Managers may choose not to hold some meetings if they determine there is no need to do so. Highland Park agrees to keep records for Highwood in the same manner as records are kept for Highland Park and to provide those records to Highwood on request. The records may include but are not limited to call volumes, response times, and fire incident reports.

(4) Hydrant and Contact Information. Within one week after the Commencement Date, and annually thereafter if information has changed, Highwood will give Highland Park a list of out-of-service fire hydrants and the names, emergency contact telephone numbers, and other pertinent information for Highwood employees responsible for public works, law enforcement, and building and development matters.

## **Section 6. Cooperation**

The Cities will work cooperatively to achieve the purposes of this Agreement.

## **Section 7. Defense of Claims; Indemnification**

A. Defense Against Claims. Except as provided in Subsections B and C below, if a lawsuit or other claim (a "*Claim*") is brought against one City from a third-party relating to a matter arising from this Agreement, the City against which the Claim is brought will notify the other City and the Cities will conduct a mutual defense against the Claim and will share costs and otherwise cooperate to defend against the Claim.

B. Indemnification by Highland Park. Highland Park will hold harmless and indemnify Highwood and its officials, officers, and employees (collectively the "*Indemnitees*") from all liability, personal injuries, property damage, claims, causes of action, damages, losses, and other obligations related to a Claim asserted by any third party at any time against Highwood if the Claim arises from Highland Park's performance of its obligations under this Agreement, except that this indemnity will not apply to the negligence or willful or wanton misconduct of Highwood. This Subsection B is not intended to be, and may not be deemed or construed as, a waiver by Highland Park of any immunity provided under law.

C. Indemnification by Highwood. Highwood will hold harmless and indemnify Highland Park and its officials, officers, and employees (collectively the "*Indemnitees*") from all liability, personal injuries, property damage, claims, causes of action, damages, losses, and other obligations related to a Claim asserted by any third party at any time against Highland Park if the Claim arises from an act or failure to act by Highwood, except that this indemnity will not apply to the negligence or willful or wanton misconduct of Highland Park. This Subsection B is not intended to be, and may not be deemed or construed as, a waiver by Highwood of any immunity provided under law.

## **Section 8. Term; Termination.**

A. Initial Term and Renewal Terms. The delivery of services under this Agreement will commence on July 1, 2016, (the "*Commencement Date*") and this Agreement will expire on December 31, 2045 (the "*Initial Term*"). This Agreement will automatically renew for five additional periods of ten years each (each a "*Renewal Term*").

B. Termination. Either City may terminate this Agreement by written notice to the other City. Highwood must give Highland Park not less than one year written notice of termination. Highland Park must give Highwood not less than five years written notice of termination.

C. Failure of Referendum. If Highwood voters, through a failed referendum or a court of competent jurisdiction, do not authorize Highwood to cease its firefighting,

emergency medical, inspection, and dispatch services, then this Agreement will be void with no penalty to Highwood.

D. Additional Contingencies. The commencement of the term of this Agreement is contingent on Highwood approving an agreement between Highwood and IAFF Local 3993 that resolves all ongoing labor and employment issues that relate to contracted fire services or arising out of the proposed dissolution of the Highwood Fire Department and contracting with Highland Park for fire service. If Highwood is unable to resolve those issues to its satisfaction, and thus cannot reach agreement with IAFF Local 3993, then this Agreement will be void with no penalty to Highwood.

**Section 9. General Provisions**

A. Notice. All notices required or permitted to be given under this Agreement must be given by (i) personal delivery, (ii) deposit in the United States mail with first class postage thereon; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Subsection A. Mailed notice will be deemed given and received within three days after the notice has been mailed. Overnight courier delivery will be deemed given and received 24 hours after deposit. Notices and communications must be addressed as follows:

To Highland Park  
City of Highland Park  
1677 Old Deerfield Road  
Highland Park, IL 60035  
Attention: City Manager

To Highwood  
City of Highwood  
17 Highwood Avenue  
Highwood, IL 60040  
Attention: City Manager

B. Non-Waiver. Neither City is under any obligation to exercise any of its rights under this Agreement. The failure of a City to exercise a right will not be deemed or construed to be a waiver of that right or of the right for the City to exercise that right at another time.

C. Consents. Unless otherwise provided in this Agreement, whenever the consent or approval of a City is necessary, that consent or approval must be in writing.

D. Entire Agreement. This Agreement is the entire agreement between the Cities. This Agreement supersedes all prior negotiations, understandings, and agreements between the Cities, whether written or oral, relating to the subject matters of this Agreement.

E. Interpretation. This Agreement must be construed as though the Cities participated equally in the drafting of this Agreement, and no rule of construction that a document is to be construed against the drafting Party is applicable to this Agreement.

F. Amendments. Any amendment or modification to this Agreement will be effective only after it is in writing and approved and executed by both Cities in accordance with applicable law.

G. Authority to Execute. Each City represents that the persons executing this Agreement on its behalf have been properly authorized to do so by that City's corporate authorities.

H. No Third Party Beneficiaries. The Cities have specifically undertaken not to create any third party beneficiary of this Agreement, the Cities disclaim any intent to create any third party beneficiary, and this Agreement must not be applied or construed in any fashion to create any third party beneficiary.

**[signatures appear on next page]**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year first above written.

**CITY OF HIGHLAND PARK**

By: \_\_\_\_\_  
Ghida S. Neukirch, City Manager

ATTEST:

By: \_\_\_\_\_  
Rob Sabo, Deputy City Clerk

**CITY OF HIGHWOOD**

By: \_\_\_\_\_  
Scott Coren, City Manager

ATTEST:

By: \_\_\_\_\_  
Candy Baruffi, Deputy City Clerk