



AGENDA

REGULAR VILLAGE BOARD MEETING

March 10, 2020

7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

INVOCATION (PASTOR STEFAN POTUZNICK, CHRISTUS VICTOR LUTHERAN CHURCH)

3. APPROVAL OF MINUTES OF FEBRUARY 25, 2020

4. MAYOR & BOARD OF TRUSTEES' REPORT

5. ACCOUNTS PAYABLE WARRANT: FEBRUARY 29, 2020 \$1,725,879.67
MARCH 10, 2020 \$ 662,958.90

6. CONSENT AGENDA

- a. Consideration to reschedule the Tuesday, July 14, 2020 regular Village Board Meeting at 5:00 p.m. to Tuesday, July 7, 2020 at 7:00 p.m.

(Due to scheduling conflicts, the Village Board Meeting will be rescheduled to Tuesday, July 7, 2020 at 7:00 p.m.)

- b. Consideration of a request from Crosspoint Bible Church (10 King Street) to waive permit fees for fence repairs in the amount of \$53.

(It has been past practice of the Village Board to grant fee waivers for governmental and non-profit organizations.

(The Director of Community Development recommends approval.)

- c. Consideration to authorize a contract with Simple Recycling LLC of Solon, OH to establish a curbside residential collection program for soft recyclables.

(This topic was discussed at the December 10, 2019 Committee of the Whole meeting.

(This contract provides for the establishment of a residential soft recycling program for single-family homes with curbside waste service.

(The soft recycling program will offer residents the ability to recycle clothing, accessories and other small household goods which cannot be disposed of through the existing curbside recycling program.

(Simply Recycling LLC will work with the Village's existing waste hauler to establish a

collection system to notify them when materials have been placed out for recycling.
(Once this system is finalized, Simple Recycling will prepare and send materials to all eligible households explaining the types of materials accepted through the program and with information on how to participate.

(The initial term of the contract is for 5 years and it provides for four additional 5-year terms.

(This program is provided at no cost to the residents of the Village.)

- d. Consideration of a request to renew a maintenance contract to TNT Landscape Construction, Inc. of Elgin, IL for the 2020 Parkway Restoration - Sod contract in the amount of \$44,124.85 from the General and Water & Sewer Funds.

(On September 24, 2019, the Village Board awarded a contract to TNT Landscape Construction, Inc. of Elgin, IL for the Parkway Restoration - Sod contract.

(The contract provided for an option of four (4) additional renewals through March 31, 2024.

(TNT Landscape Construction, Inc. has performed satisfactorily throughout the first year of the contract.

(The contract period is from April 1, 2020 through March 31, 2021.

(The contract amount reflects a 2.2% increase over the previous year's contract.

(The Director of Public Works recommends approval.)

- e. Consideration to award a professional service contract to Ayers Associates Inc. of Madison, WI for aerial orthophotography and planimetric mapping updates as part of the GIS Consortium purchasing agreement in the amount of \$49,922 from the Water/Sewer Fund.

(Elk Grove Village has been a member of the GIS Consortium since 2008.

(The GIS Consortium (GISC) is a group of local communities that have worked together to develop a cost-effective solution for implementing geographic information systems (GIS) and related technologies.

(One of those cost-effective solutions is to purchase aerial photography/mapping in bulk through the Consortium's 34 municipalities.

(The GIS Consortium Board of Directors appointed a Base Mapping Committee to initiate a selection process for a photogrammetric mapping consultant, and Ayers Associates was the selected vendor.

(As part of the pricing agreement, Ayers Associates uses economies of scale to provide their services at a reduced price.

(As part of this year's mapping program, Ayers Associates will produce updated aerial imagery of the Village and perform planimetric imagery updates within the Elk Grove Village community.

(The Director of Public Works recommends approval.)

- f. Consideration to adopt Resolution No. 15-20 authorizing the Mayor and Village Clerk to execute an agreement for the Village of Elk Grove Village to enter into a mutual aid agreement with the Illinois Public Works Mutual Aid Network (IPWMAN).

(The Illinois Public Works Mutual Aid Network (IPWMAN) was founded in 2009.

(IPWMAN is a statewide network for Public Works Departments to coordinate outside assistance for municipalities affected by an emergency.

(IPWMAN was modeled after, and developed with assistance from representatives in, other first responder networks such as the Mutual Aid Box Alarm System (MABAS) and the Illinois Law Enforcement Alarms System (ILEAS). Since 2009,

(IPWMAN's membership has over 250 agencies.

(IPWMAN provides the Village the opportunity to give or receive resources, including personnel and equipment, access to a network of responding agencies, and access to a state-wide network of aid during emergencies, when local resources could become overwhelmed or not available all together.

(The mutual aid agreement does not obligate the Village to respond, nor does it require an explanation as to why it chose not to respond to a request for assistance.

(The Director of Public Works recommends approval.)

- g. Consideration to adopt Resolution No. 16-20 authorizing execution of a Letter of Commitment with the Northwest Community EMS System confirming the Elk Grove Village Fire Department as a participating EMS transport vehicle provider in the Northwest Community EMS System.

(The Illinois Department of Public Health (IDPH) licenses all Emergency Medical Services provider agencies and their transport and non-transport vehicles.

(The Elk Grove Village Fire Department is a licensed publicly operated emergency transportation provider in Illinois.

(The Illinois Emergency Medical Systems (EMS) Act approves EMS systems based on geographical location. Each system is led by a hospital designated as the resource hospital, under which all other hospitals in the system must operate.

(The Elk Grove Village of Elk Grove Fire Department is a member of the Northwest Community Hospital EMS System. Northwest Community Hospital is the resource hospital.

(The Letter of Commitment affirms the Fire Department's commitment to following the practices and procedures established by the Northwest Community Hospital EMS System.

(This replaces Resolution No. 68-82, which is no longer applicable.

(The Fire Chief recommends formal acknowledgement of this Letter of Commitment.)

7. REGULAR AGENDA

8. PLAN COMMISSION - Village Manager Rummel

- a. PC Docket 20-1 - A Public Hearing for a Special Use Permit to operate an Automobile Repair Garage in an I-2 Industrial Zoning District at property located at 2382 United Lane. (PH 02-24-2020)
- b. PC Docket 20-2 - A Public Hearing for requested variations from the Zoning Ordinance in a B-2 Business District for property located at 25 Innovation Drive. (PH 03-16-2020)
- c. A request for a Public Hearing for the petition submitted by Welbiz IV Elk Grove 1463 LLC for a Special Use Permit for the operation of a truck and trailer repair shop at 1463 Lunt Avenue. (The Public Hearing date has not yet been established.)
- d. A request for a Public Hearing to consider the petition submitted by the Elk Grove Park

District for a Special Use Permit to reconstruct the clubhouse and maintenance buildings at Fox Run Golf Links located at 333 Plum Grove Road. (The Public Hearing date has not yet been established.)

- 9. ZONING BOARD OF APPEALS - Village Manager Rummel**
- 10. YOUTH COMMITTEE - Trustee Franke**
- 11. BUSINESS LEADERS FORUMS - Trustee Lissner**
- 12. CABLE TELEVISION COMMITTEE - Trustee Lissner**
- 13. HEALTH & COMMUNITY SERVICES - Trustee Czarnik**
- 14. INFORMATION COMMITTEE - Trustee Lissner**
- 15. RECYCLING & WASTE COMMITTEE - Trustee Feichter**
- 16. PARADE COMMITTEE - Trustee Czarnik**
- 17. PERSONNEL COMMITTEE - Trustee Franke**
- 18. JUDICIARY, PLANNING AND ZONING COMMITTEE - Trustee Prochno**
 - a. Telecommunication Facilities
- 19. CAPITAL IMPROVEMENTS COMMITTEE - Trustee Czarnik**
- 20. AIRPORT UPDATE**
- 21. MID-SUMMER CLASSICS CONCERT SERIES UPDATE - Mayor Johnson**
- 22. SPECIAL EVENTS COMMITTEE - Mayor Johnson**
- 23. LIQUOR COMMISSION - Mayor Johnson**
- 24. REPORT FROM VILLAGE MANAGER**
- 25. REPORT FROM VILLAGE CLERK**
- 26. UNFINISHED BUSINESS**
- 27. NEW BUSINESS**

28. PUBLIC COMMENT

29. ADJOURNMENT

In compliance with the Americans with Disabilities Act and other applicable Federal and State laws, the meeting will be accessible to individuals with disabilities. Persons requiring auxiliary aids and/or services should contact the Village Clerk, preferably no later than five days before the meeting.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT FOR THE VILLAGE OF ELK GROVE VILLAGE TO ENTER INTO A MUTUAL AID AGREEMENT WITH THE ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK (IPWMAN)

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the “**Intergovernmental Cooperation Act**”, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, Section 5 of the “**Intergovernmental Cooperation Act**”, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Mayor and Board of Trustees of the Village of Elk Grove Village have determined that it is in the best interests of the Village to enter into an intergovernmental agreement to secure to each the benefits of mutual aid in public works and the protection of life and property from an emergency or disaster and to provide for public works assistance, training and other necessary functions to further the response and recovery from said emergency or disaster. The principal objective of the public works mutual aid assistance being the response to and recovery from any emergency or disaster and the return of the community to as near normal as quickly as possible.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, State of Illinois as follows:

Section 1: That the Mayor be and is hereby authorized to sign the attached document marked:

**Illinois Public Works
Mutual Aid Network Agreement**

a copy of which is attached hereto and made a part hereof as if fully set forth and the Village Clerk is authorized to attest said document upon the signature of the Mayor.

Section 2: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2020.

APPROVED this _____ day of _____ 2020.

APPROVED:

**Mayor Craig B. Johnson
Village of Elk Grove Village**

ATTEST:

Loretta M. Murphy, Village Clerk

RES_NWCEISS

Illinois Public Works Mutual Aid Network Agreement

This Public Works Agreement (hereinafter "Agreement") is entered into by which has, by executing this Agreement, manifested its intent to participate in an Intrastate Program for Mutual Aid and Assistance, hereinafter entitled the "Illinois Public Works Mutual Aid Network (IPWMAN)"; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, (hereinafter "Act") authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, any community that is a home rule unit of local government under the 1970 Constitution of the State of Illinois and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Act provides that any one or more public agencies may contract with any one or more other public agencies to set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting Parties; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including a unit of local government from another state; and

WHEREAS, the Parties to this Agreement may voluntarily agree to participate in mutual aid and assistance activities conducted under the State of Illinois Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC). Parties may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for public works related agencies including, but not limited to; local municipal public works departments, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other governmental entity that performs a public works function through this Agreement if such a program were established.

WHEREAS, the Parties hereto are units of local government as defined by the Constitution of the State of Illinois and the Intergovernmental Cooperation Act; and

WHEREAS, the Parties recognize that they are vulnerable to a variety of potential, natural and man-made disasters; and

WHEREAS, the Parties to this Agreement wish to provide mutual aid and assistance to one another during times of disaster or public works emergencies.

NOW, THEREFORE, the Parties agree as follows:

SECTION I: PURPOSE

The Illinois Public Works Mutual Aid Network (IPWMAN) program is hereby established to provide a method whereby public works related agencies, including, but not limited to, local municipal public works departments, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other governmental entity that performs a public works function in need mutual aid assistance may request aid and assistance in the form of personnel, equipment, materials and/or other associated services as necessary from other public works related agencies. The purpose of this Agreement is to formally document such a program.

SECTION II: DEFINITIONS

The following definitions will apply to the terms appearing in this Agreement.

A. "*AGENCY*" means any municipal public works agency, township road district, unit road district, county highway departments, publicly-owned water organization and publicly-owned wastewater organization or any other governmental entity that performs a public works function that abides by the provisions as found in this Agreement.

B. "*AID AND ASSISTANCE*" includes, but is not limited to, personnel, equipment, facilities, services, materials and supplies and any other resources needed to provide mutual aid response.

C. "*AUTHORIZED REPRESENTATIVE*" means a Party's employee who, by reason of his or her position, has been authorized, in writing by that Party, to request, offer, or provide aid and assistance pursuant to this Agreement. Each Party's initial authorized representative, and the representative's title, is listed on the contact list. If the title of the authorized representative as listed by name on the contact list has changed, such change shall have no effect on the authority of the authorized representative and the named person shall continue to be the authorized representative until a different person is named as the authorized representative in writing by the Party. In the event that the person who is listed as authorized representative is no longer employed by the Party, the successor in the office formerly held by the authorized representative shall automatically become the authorized representative unless the Party indicates otherwise in writing. Each Party's authorized representative shall be responsible to designate someone to supervise that Party's employees who are engaged in the receipt or furnishing of aid and assistance, including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

D. "*BOARD OF DIRECTORS*" is a group of representatives from the Parties to the IPWMAN Agreement elected to organize and maintain the program. The Board of Directors shall consist of members of the IPWMAN. Qualifications and terms for the Board members shall be defined in the By-Laws of the Illinois Public Works Mutual Aid Network, Inc.

E. "*BOARD MEMBER*" is a representative of the Association (IPWMAN) serving on the Board of Directors.

F. "*DISASTER*" means a calamitous incident threatening loss of life or significant loss or damage to property, including, but not limited to flood, winter storm, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made, accidental, military, or paramilitary incident, or biological or health disasters or a natural or manmade incident that is, or is likely to be, beyond the control of the services, personnel, equipment and facilities of a Party that requires assistance under this Mutual Aid and

Assistance Agreement, but must be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.

G. "*IPWMAN*" is the acronym for the Illinois Public Works Mutual Aid Network.

H. "*LOCAL EMERGENCY*" is defined as an urgent need requiring immediate action or attention beyond normal capabilities, procedures and scope for aid and assistance by an agency.

I. "*MUTUAL AID RESOURCE LIST*" means the list of the equipment, personnel and other resources that each Party has available for the provision of aid and assistance to other Parties. This list shall be periodically updated in accordance with the Operational Plan.

J. "*NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)*" a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private-sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.

K. "*PARTY*" means an agency which has adopted and executed this Agreement.

L. "*PERIOD OF ASSISTANCE*" means a specified period of time when a Responding Agency assists a Requesting Agency. The period commences when personnel, equipment, or supplies depart from a Responding Agency's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.

M. "*RESPONDING AGENCY*" means the Party or Agency which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.

N. "*REQUESTING AGENCY*" means the Party or Agency requesting and receiving aid and assistance from a Responding Agency.

SECTION III: RESPONSIBILITY OF PARTIES

A. *PROVISION OF AID.* Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party's own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time, for any reason.

B. *RECRUITMENT.* The Parties hereby encourage each other to enlist other agencies to adopt and execute this Agreement.

C. *AGREEMENT FOR BENEFIT OF PARTIES.* All functions and activities performed under this Agreement are for the benefit of the Parties to this Agreement. Accordingly, this Agreement shall not be construed to be for the benefit of any third parties and no third parties shall have any right or cause of action against the Parties to this Agreement.

D. *IMMUNITIES.* All immunities provided by law to the Parties shall be fully applicable to the Parties providing or receiving aid and assistance pursuant to this Agreement, including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq.

E. *MEMBERSHIP.* To be a member in good standing, a Party shall be responsible for dues and other obligations as specified in the IPWMAN By-Laws and Operational Plan.

SECTION IV: ANNUAL REVIEW

At a minimum, the Board of Directors shall meet annually at a meeting place designated by the Board of Directors to review and discuss this Agreement and, if applicable, to recommend amendments to this Agreement. The Board of Directors shall have the power and signing authority to carry out the purposes of this Agreement, including but not limited to the power to: adopt by-laws; execute agreements and documents approved by the Board of Directors; develop specific operating plans, procedures and protocol for requesting assistance; organize meetings; operate a website; disseminate information; create informational brochures; create subcommittees; maintain lists of the Parties; maintain equipment and supply inventory lists; and deal with Party issues.

SECTION V: PROCEDURES FOR REQUESTING ASSISTANCE

The Board of Directors will promulgate and regularly update procedures for requesting assistance through the Illinois Public Works Mutual Aid Network (IPWMAN) Operational Plan.

SECTION VI: RESPONDING AGENCY'S ASSESSMENT OF AVAILABILITY OF RESOURCES

The Board of Directors will promulgate and regularly update procedures for responding agency's assessment of availability of resources through IPWMAN Operational Plan.

SECTION VII: SUPERVISION AND CONTROL

A. *DESIGNATION OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* Responding Agency shall designate a representative who shall serve as the person in charge of coordinating the initial work assigned to the Responding Agency's employees by the Requesting Agency. The Requesting Agency shall direct and coordinate the work being assigned to the Responding Agency(s) and the Requesting Agency's employees. All actions shall be consistent with and in accordance with the National Incident Management System (NIMS) and the IPWMAN Operational Plan.

B. *RESPONSIBILITIES OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* The Board of Directors will promulgate and regularly update procedures for Responding Agency's supervisory personnel through the IPWMAN Operational Plan.

SECTION VIII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

The Board of Directors will promulgate and regularly update procedures for length of time for aid and assistance; renewability; recall through the Illinois Public Works Mutual Aid Network (IPWMAN) Operational Plan.

It is presumed that a Responding Agency's aid and assistance shall be given for an initial minimum period of twelve (12) hours. Thereafter, assistance shall be extended as the Responding Agency and Requesting Agency shall agree. The twelve (12) hour period shall start when the aid and assistance departs from Responding Agency's location with the intent of going to Requesting Agency's location. The aid and assistance shall end when it returns to Responding Agency's location with the understanding between the Responding Agency and Requesting Agency that provision of aid and assistance is complete.

Responding Agency may recall its aid and assistance at any time at its sole discretion. Responding Agency shall make a good faith effort to give the Requesting Agency as much advance notice of the recall as is practical under the circumstances.

SECTION IX: DOCUMENTATION OF COST & REIMBURSEMENT OF COST

A. *PERSONNEL* – Responding Agency shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the Responding Agency shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirements, etc.).

B. *RESPONDING AGENCY'S TRAVELING EMPLOYEE NEEDS* – Responding Agency shall document the basic needs of Responding Agency's traveling employees, such as reasonable lodging and meal expenses of Responding Agency's personnel, including without limitation transportation expenses for travel to and from the stricken area during the period of aid and assistance.

C. *EQUIPMENT* – Responding Agency shall document the use of its equipment during the period of aid and assistance including without limitation all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and damages directly caused by provision of the aid and assistance.

D. *MATERIALS AND SUPPLIES* – Responding Agency shall document all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

E. *REIMBURSEMENT OF COSTS* – Equipment, personnel, materials, supplies and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Agency, unless the aid and assistance is requested for more than five (5) calendar days. If aid and assistance is requested from the State of Illinois to be activated as a State asset, the Responding Agency will be reimbursed for personnel, materials, supplies and equipment from the first day of the response to the event by the State of Illinois. Materials and supplies will be reimbursed at the cost of replacement of the commodity. Personnel will be reimbursed at Responding Agency rates and equipment will be reimbursed at an appropriate equipment rate based upon either pre-existing locally established rates, the Federal Emergency Management Agency Equipment Rate Schedule or that published by the Illinois Department of Transportation. In the event that there is no such appropriate equipment rate as described above, reimbursement shall be at the actual cost incurred by the Responding Agency.

SECTION X: RIGHTS AND PRIVILEGES OF RESPONDING AGENCY'S EMPLOYEES

Whenever Responding Agency's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Responding Agency.

SECTION XI: WORKERS' COMPENSATION

The Parties agree that Requesting Agency shall be responsible for payment of workers' compensation benefits owed to Requesting Agency's employees and that Responding Agency shall be responsible for payment of workers' compensation benefits owed to Responding Agency's employees.

SECTION XII: INSURANCE

Each Party shall bear the risk of liability for its agency and its agency's employees' acts and omissions and shall determine for itself what amount of insurance it should carry, if any. Each Party understands and agrees that any insurance coverage obtained shall in no way limit that Party's responsibility under Section XIII of this Agreement to indemnify and hold the other Parties to this Agreement harmless from such liability.

SECTION XIII: INDEMNIFICATION

Each Party hereto agrees to waive all claims against all other Parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a Party hereto or its personnel.

Each Party requesting aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the Party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Party rendering aid or its employees shall be the sole and exclusive responsibility of the Party rendering aid; and further provided that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the Party rendering aid. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement.

SECTION XIV: NON-LIABILITY FOR FAILURE TO RENDER AID

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Responding Agency prohibit response. It is the responsibility of the Responding Agency to immediately notify the Requesting Agency of the Responding Agency's inability to respond; however, failure to immediately notify the Requesting Agency of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION XV: NOTICE OF CLAIM OR SUIT

Each Party who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties of this Agreement shall provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

SECTION XVI: AMENDMENTS

Proposed amendments to this Agreement shall be submitted to the Board of Directors. Amendments shall be approved by majority vote of the Board of Directors.

SECTION XVII: ADDITIONAL PARTIES

Additional agencies may become Parties to this Agreement, provided that such agencies:

- (1) Approve and execute this Agreement.
- (2) Provide a fully executed copy of this Agreement to the Board of Directors.
- (3) Provide the name and title of an authorized representative to the Board of Directors.
- (4) Annually provide a list of mutual aid resources to its local accredited/certified Emergency Management Agency. If requested, the agency may need to assist its local accredited/certified Emergency Management Coordinator with data entry of its mutual aid resources into a web-based format (NIMS Source).

Upon submission of the items enumerated above to the Board of Directors and receipt of acknowledgement from the Board of Directors, the submitting agency shall be regarded as a Party to the Agreement.

SECTION XVIII: NOTICES

Notices and requests as provided herein shall be deemed given as of the date the notices are deposited, by First Class Mail, addressed to the Board of Directors who will notify each of the Parties' representatives.

SECTION XIX: INITIAL TERM OF AGREEMENT; RENEWAL; TERMINATION

The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement. Any Party may withdraw from this Agreement at any time by giving written notification to the Board of Directors. The notice shall not be effective until ninety (90) days after the notice has been served upon the Board of Directors by First Class mail. A Party's withdrawal from this Agreement shall not affect that Party's liability or obligation incurred under this Agreement prior to the date of withdrawal. This Agreement shall continue in force and effect as to all other Parties until such time as a Party withdraws. Failure to adopt any amended agreement within ninety (90) days of said amended agreement will signify a Party's withdrawal from the Agreement.

SECTION XX: HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

SECTION XXI: SEVERABILITY

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the Parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

SECTION XXII: EFFECTIVE DATE

This Agreement shall be effective on the date of the acknowledgement letter sent by the Board of Directors.

SECTION XXIII: WAIVER

Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

SECTION XXIV: EXECUTION OF COUNTERPARTS

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION XXV: PRIOR IPWMAN AGREEMENTS

To the extent that provisions of prior IPWMAN Agreements between signatories to this Agreement are inconsistent with this Agreement, all prior agreements for mutual aid and assistance between the Parties hereto are suspended.

SECTION XXVI: PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-Party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

NOW, THEREFORE, each of the Parties have caused this IPWMAN Mutual Aid Agreement to be executed by its duly authorized representative who has signed this Agreement as of the date set forth below.

Approved and executed this _____ day of _____, 20__.

For the Agency

By: _____

Attest: _____

APPROVED (as to form):

By: _____

On behalf of the Illinois Public Works Mutual Aid Network

Approved and executed this _____ day of _____, 20__.

By: _____
President of IPWMAN Board of Directors

Attest: _____
IPWMAN Secretary/Treasurer

Approved by the IPWMAN Interim Board of Directors on September 17, 2008. Amended by the IPWMAN Interim Board of Directors on August 19, 2009. Amended by the IPWMAN Board of Directors on June 16, 2010

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE VILLAGE OF ELK GROVE FIRE CHIEF TO EXECUTE A LETTER OF COMMITMENT WITH THE NORTHWEST COMMUNITY EMS SYSTEM CONFIRMING THE ELK GROVE VILLAGE FIRE DEPARTMENT AS A PARTICIPATING EMS TRANSPORT VEHICLE PROVIDER IN THE NORTHWEST COMMUNITY EMS SYSTEM (NWCEMSS)

WHEREAS, in compliance with the Illinois Department of Public Health Rules and Regulations and the EMS Act – PA 81-1518, this document is provided to reaffirm the commitment of the Village of Elk Grove and its Fire Department to continue participation in the Northwest Community Hospital Emergency Medical Services System (NWCEMSS); and

WHEREAS, the Elk Grove Village Fire Department provides a municipally funded and operated Advanced Life Support ambulance service. This service is provided 24 hours of every day and assures that at least two (2) paramedics function at the scene of all Advanced Life Support calls. This service also provides this staffing en route to the hospital; and

WHEREAS, provision of this service is done on a per need basis without regard to the patient's ability to pay. Access to the service is gained primarily by telephone through the 9-1-1 system as the number to call for emergency medical service; and

WHEREAS, the Elk Grove Village Fire Department is committed to and provides response times within the required 4-6 minute optimum. Dispatching of these units is provided through Northwest Central Dispatch (NWCDS). Methods of dispatch, area coverage and mutual aid backup systems are provided for in standard operating procedures and appropriate signed agreements with mutual aid agencies; and

WHEREAS, all ambulances operated by the Elk Grove Village Fire Department comply with State of Illinois standards for EMS vehicle service providers. The equipment, supplies, drugs and biologics required by the hospital EMS system Standard Drug and Supply list is maintained in each of three (3) front line ambulances as well as backup units; and

WHEREAS, these vehicles meet design and equipment standards as referenced in the Illinois Emergency Medical Services Act. The requirements for rescue and extrication capabilities are met by simultaneous response of other Fire Department vehicles. These vehicles carry a full complement of rescue and extrication equipment and trained personnel; and

WHEREAS, communications equipment has two-way ambulance to hospital capability and operators receive instruction and continuing education in the operation and utilization of all radio

and communication devices available. This training includes utilization of proper radio technique, unit identification and conformance to standard operating procedures; and

WHEREAS, the Paramedic is required to establish communications with the resource or an associate hospital in order to initiate ALS treatment. In the event that communication cannot be established, EMS personnel are committed to proceed with system SOP's as developed by the EMS System Director. These SOP's, the provisions of the Illinois EMS Act, IDPH Rules and Regulations and the Northwest Community Hospital EMS System Policy Manual form the framework and guidelines of the Elk Grove Village Fire Department commitment to medical ambulatory transport and care; and

WHEREAS, the Elk Grove Village Fire Department is committed to fulfilling the reporting and data collection requirements of the system. This includes filing of the appropriate EMS reports in accordance with the Illinois EMS Act, IDPH Rules and Regulations, and NWCEMSS policies and procedures.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, State of Illinois, as follows:

Section 1: That the Fire Chief be and is hereby authorized to sign the attached Letter of Commitment to continue participation in the Northwest Community Hospital EMS System (NWCEMSS).

Section 2: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2020.

APPROVED this _____ day of _____ 2020.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk



Emergency Medical Services (EMS) Systems
**Vehicle Service Provider
Letter of Commitment**

Resource Hospital Name Northwest Community Hospital

Mailing Address 800 W. Central

City Arlington Heights State Illinois ZIP Code 60005

Vehicle Service Provider Name Elk Grove Village Fire Department

Provider Number 09-8-183 EMS System Northwest Community EMS System (0907)

Emergency Contact Name B/C Michael Sharp

Cell Phone 847-734-8022 E-mail Address msharp@elkgrove.org

This letter shall serve as a commitment by as a participating EMS Provider in Northwest Community EMS System (0907).

As outlined in Section 515.810 and 515.8130 of the EMS rules and regulations, I/we commit to the following:

The following information is attached:

- List of all vehicles, including year, model, make, VIN number, license plate number, department license number, base location and level of service;
- Description of the vehicles role in providing pre-hospital care and patient transport services;
- Definition of primary, secondary and outlining areas of response for each EMS vehicle;
- Map (s) indicating the base locations of each EMS vehicle, the population base of each service area and square mileage of service area;
- Copies of mutual aid agreements with other providers and/or a description of own back-up system which details adequate coverage when an EMS vehicle is responding to a call and a simultaneous call is received for service within that vehicles coverage area;
- Copy of current FCC license; and
- List of all personnel providing pre-hospital care and level of licensure (only copy of highest level of licensure), license numbers and expiration dates.
- Agree to not operate any of our ambulance(s) at a level exceeding the level for which it is licensed (basic life support, intermediate life support, advanced life support), unless the vehicle is operated pursuant to an EMS System approved in-field service level upgrade or ambulance service upgrades – rural population.
- Provide 24-hour, seven-day-a-week coverage at our highest level of care. (check all that apply)
 - Alternate Rural Staffing has been authorized by the EMS System and submitted to the Department
 - Each CCT ambulance during the provision of Tier II and/or Tier III services shall be staffed with the minimum requirements
 - Ambulance Assistance Vehicles, which are dispatched simultaneously with an ambulance and assist with patient care prior to the arrival of the ambulance (Ambulance assistance vehicles shall not function as assist vehicles if staff and equipment required by this Section are not available).
 - Non-Transport Vehicles, which are dispatched prior to dispatch of a transporting ambulance and include ambulances and fire engines that contain the staff and equipment by this section
- Agree to promptly & completely document an appropriate run report and submit data according to most current version of NEMSIS, i.e. NEMSIS 3 for each emergency call, as required by the EMS System & IDPH.
- Agree that emergency services which an EMS vehicle is authorized to provide shall not be denied on the basis of patient's ethnicity, gender, creed, nationality, religious beliefs, sexual preference, or ability to pay for such services.
- Agree to continuously carry and maintain all of the required equipment in working order at all times, and to carry and properly store medications and equipment required by the EMS System.
- Agree to notify the EMS Medical Director of any changes in personnel providing pre-hospital care in the EMS System in accordance with the policies in the EMS manual.



Emergency Medical Services (EMS) Systems
**Vehicle Service Provider
Letter of Commitment**

- Agree to continuously follow all of the approved EMS policies and protocols of the EMS System.
- Agree to maintaining the optimum response times up to six minutes in primary coverage areas, six to 15 minutes in secondary coverage areas, and 15 to 20 minutes in outlying coverage areas;

As outlined in Section 515.400 General Communications d), I/we commit to:

- Have continuous two-way ambulance-to-hospital communications capability on a frequency determined and assigned by the Department.
- Comply with the Resource Hospital's communication plan.

As outlined in Section 515.350 Data Collection and Submission a) 1 and 2), I/we commit to:

- Completing a run report for every emergency pre-hospital or inter-hospital transport and for refusal of care;
- Agree to leave one copy, paper or electronic, with the receiving hospital emergency department, trauma center or health care facility before leaving their facility.

By signing below, the Ambulance Provider fully commits to complying with all applicable requirements of the EMS Act, Code and the EMS System Program Plan, as all may be amended from time to time.

A fully executed copy is forthcoming for the file.