

**A RESOLUTION
AUTHORIZING THE EXECUTION OF AN AMENDMENT FOR EXCHANGE OF FIRE
AND EMERGENCY MEDICAL SERVICES IN SPECIFIED AREAS**

Whereas, in 2007 the City Council Approved an Agreement between the City, the Village of Palatine and Palatine Rural Fire Protection District concerning the exchange of services for certain areas within and outside the City (“Exchange Agreement”); and

Whereas, the City of Rolling Meadows, the Village of Palatine and the Palatine Rural Fire Protection District have agreed to amend the exchange agreement to further provide for the exchange of services.

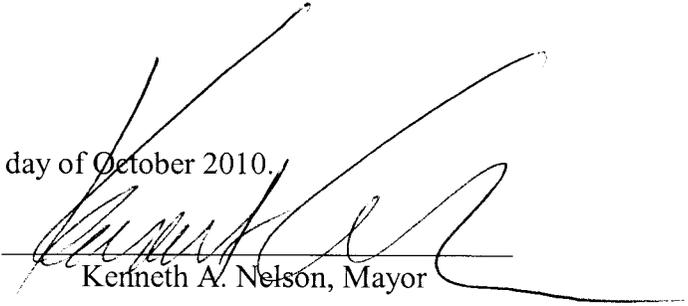
Now Therefore, Be It Resolved, by the City Council of the City of Rolling Meadows, Illinois that the mayor and City Clerk are hereby authorized and directed to execute and deliver, on behalf of the City, an Amendment to the Exchange Agreement, a copy of which is attached hereto.

Yeas: Lusk, Buske, Judd, Adams, D'Astice, Larsen

Nays: 0

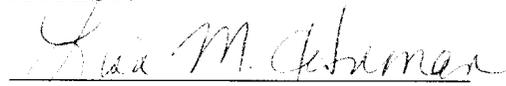
Absent: Pitzafarro

Passed and approved this 12th day of October 2010.



Kenneth A. Nelson, Mayor

ATTEST:



Lisa M. Hinman, City Clerk

**AMENDMENT TO AGREEMENT BETWEEN THE VILLAGE OF PALATINE, THE
PALATINE RURAL FIRE PROTECTION DISTRICT AND
THE CITY OF ROLLING MEADOWS
FOR THE EXCHANGE OF FIRE AND
EMERGENCY MEDICAL SERVICES IN SPECIFIED AREAS**

This Amended Agreement is made and entered into on this 11 day of October, 2010, by and between the **Village of Palatine** ("VOP"), the **Palatine Rural Fire Protection District** ("PRFPD") and the **City of Rolling Meadows** ("CORM"). The aforementioned units of government are collectively referred to herein as either "Agency" or "Agencies". This Amended Agreement is hereinafter referred to as "Amended Agreement" and, is hereby approved and adopted in the manner provided by law. This Amended Agreement is an amendment to the Agreement entered into by the Agencies dated August 28, 2007.

WHEREAS, the Agencies entered into an Agreement dated August 28, 2007 regarding exchange of fire and emergency medical services in specified area; and

WHEREAS, it has become necessary to amend the Agreement to specify additional services to be provided between the Agencies; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and 5 ILCS 220/1, *et seq.* of the Illinois Compiled Statutes, (1998), authorizes and encourages intergovernmental cooperation; and

WHEREAS, this Amended Agreement is entered into pursuant to the Intergovernmental Cooperation provisions of Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agencies agree as follows:

SECTION ONE: is Amended as follows:

I. Rolling Meadows Automatic Aid Responses to Palatine:

C. Rolling Meadows District 15 will respond second due with Hazmat 15 on all Hazmat 1 responses within the jurisdictions of the Village of Palatine and the Palatine Rural fire Protection District when Squad 85 is unavailable.

D. Rolling Meadows District 16 will respond first due with TRT16 on all TECH responses within the jurisdictions of the Village of Palatine and the Palatine Rural Fire Protection District.

II. Palatine Automatic Mutual Aid Responses to Rolling Meadows:

- E. Palatine District 81 will respond first due with DIVE81 on all DROW 1 responses and with DIVE81 and BOAT81 on all DROW 2 responses within the jurisdiction of the City of Rolling Meadows.

III. Palatine Automatic Mutual Aid Response to Palatine Rural Fire Protection District:

- A. Palatine District 81 will respond first due with DIVE81 on all DROW 1 responses and with DIVE81 and BOAT81 on all DROW 2 responses within the jurisdiction of the Palatine Rural Fire Protection District.
- B. Palatine will continue to respond within the jurisdiction of the Palatine Rural Fire Protection District on all HAZMAT and TECH responses.

IV. The existing Section III is now Section IV.

V. The existing Section IV is deleted, renamed Section V. and replaced in its entirety with the following:

If any assistance, machinery or equipment is committed to another call or out of an Agency's normal district (i.e. for training or other purpose) or if staffing is reduced for any reason, that assistance, machinery or equipment shall be considered unavailable for response into the other Agency's area. Each Agency shall notify its respective dispatch center and the dispatch center of the other Agency whenever assistance, machinery or equipment is unavailable for mutual aid. No Agency shall be liable to the other Agency for inability to provide mutual aid due to the unavailability of its machinery or equipment.

SECTION TWO: is Amended as follows:

The Village of Palatine shall charge an annual fee to the City of Rolling Meadows and the Palatine Rural Fire Protection District for Special Team services as follows:

Vehicles:

- The Village of Palatine will be responsible for BOAT81
- The Palatine Rural Fire Protection District will be responsible for DIVE81
- The City of Rolling Meadows will be responsible for TRT16

*** Annual repairs in excess of \$5,000.00 for a particular vehicle will be discussed by the three communities and when possible budgeted for as mutually agreed upon. ***

Equipment:

Beginning in 2011 an annual dive equipment maintenance cost of \$2,250.00 and an annual dive equipment replacement cost of \$4,000.00 will be equally divided among the three communities (i.e. \$2,083.00/Community). This budgeted figure will be mutually agreed upon by the three communities, budgeted for in the Palatine Fire Departments operating budget and then equally divided among the three communities. Any shared HazMat and/or TRT equipment shall be accounted for, maintained and replaced by the providing community.

Training:

Each diver requires approximately 24 hours of training per year. The Palatine Fire Department's 2010 weighted average overtime rate is \$1,225.00/24 hour block. The City of Rolling Meadows will be responsible for 5 divers while the Palatine Rural Fire Protection District will be responsible for 1 diver (i.e. Rolling Meadows=\$6,125.00 and Palatine Rural \$1,225.00). The weighted average overtime will be adjusted on an annual basis and will be mutually agreed to by the parties.

Cost Summary:

Community	Equipment	Training	Total
Rolling Meadows	\$2,083.00	\$6,125.00	\$ 8,208.00
Palatine Rural	\$2,083.00	\$1,225.00	<u>\$ 3,308.00</u>
			<u>\$11,516.00</u>

Each year prior to September 15th the three communities will meet to update parameters and discuss budgetary items for the upcoming year's budget. Checks will be made payable to the Village of Palatine and will be due by March 1st of each year.

The amendments to the Agreement are hereby approved on this 11 day of October, 2010.

All other provisions of the August 28, 2007 Agreement remain in full force and effect.



Mayor
Village of Palatine

ATTEST:


Village Clerk
Village of Palatine



Mayor
City of Rolling Meadows

ATTEST:


City Clerk
City of Rolling Meadows



President
Palatine Rural Fire Protection District

ATTEST:


Secretary
Palatine Rural Fire Protection District