

Resolution No. 09-R- 07

**A Resolution Authorizing the Mayor to Sign
An Intergovernmental Agreement Between
Woodstock Fire/Rescue District
and
City of Woodstock**

BE IT RESOLVED by the CITY COUNCIL of the CITY OF WOODSTOCK, McHenry County, Illinois, as follows:

SECTION 1: The Mayor is hereby authorized to sign the attached intergovernmental agreement with the Woodstock Fire Rescue District for the establishment of a wireless radio alarm network.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Resolution shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: This Resolution shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Ayes: Ahrens, Dillon, Larson, Thompson, Turner and Mayor Sager

Nays: None

Abstentions: None

Absentees: Webster

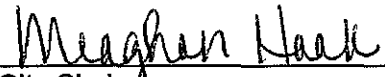
(SEAL)

APPROVED:



Mayor Brian Sager, Ph.D.

ATTEST:



City Clerk

Passed: May 19, 2009

Approved: May 19, 2009

Published: May 20, 2009

I, Meaghan Haak, do hereby certify by my signature affixed below that I am the duly appointed and qualified City Clerk of the City of Woodstock, County of McHenry, Illinois, and that as such clerk, I am the keeper of the ordinances, records, corporate seal and proceedings of the Mayor and City Council of said City of Woodstock.

I do hereby further certify that at a meeting of the Mayor and City Council of the City of Woodstock, McHenry County, Illinois, held on the 19th day of May 2009 the foregoing resolution, Resolution No. 09-R-07 and titled "**A Resolution Authorizing the Mayor to Sign an Intergovernmental Agreement Between Woodstock Fire/Rescue District and City of Woodstock**" was passed and approved. The passage of said Ordinance was on a roll call vote, on which the vote was as follows:

Ayes: Ahrens, Dillon, Larson, Thompson, Turner, and Mayor Sager


Nays: None

Absentees: Webster

Abstentions: None

I do further certify that said Ordinance was duly published on the 20th day of May, 2009 in pamphlet form.

IN WITNESS WHEREOF, I have set my hand and caused to be affixed the seal of the City of Woodstock, McHenry County, Illinois on the 20th day of May 2009.



Clerk Meaghan Haak
City of Woodstock

By Deputy Clerk Cindy Smiley

SEAL

INTERGOVERNMENTAL AGREEMENT

FOR THE OPERATION OF A WIRELESS ALARM PROGRAM

This Intergovernmental Agreement ("Agreement") is entered into between the City of Woodstock, McHenry County, Illinois, (the "City"), a non-home rule Illinois municipal corporation, and the Woodstock Fire Rescue District, (the "District") an Illinois fire protection district, (collectively, "Governmental Entities").

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, 5 ILCS 220/1 *et seq.*, entitled the "Intergovernmental Cooperation Act," (the "Act"), 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, 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 of the contract; and,

WHEREAS, the City is a municipal government corporation duly incorporated under the laws of the State of Illinois and, as such, may enter into an intergovernmental agreement; and

WHEREAS, pursuant to 70 ILCS 705/0.01 *et seq.*, the District is a fire protection district duly incorporated under the laws of the State of Illinois; and

WHEREAS, under the provision of 70 ILCS 705/6 *et seq.*, the board of trustees of the District has the express power to enter into such an agreement; and

WHEREAS, the Governmental Entities hereto have determined that it is in both of their best interests to enter into this Agreement to secure to each the benefits of operating an intergovernmental wireless fire/burglar alarm system; and

WHEREAS, the Governmental Entities have agreed that there may be economies of scale and value in jointly purchasing and maintaining a wireless fire/burglar alarm system; and

WHEREAS, this Agreement satisfies the requirements of the Act and the Illinois State Constitution (Article 7, Section 10).

NOW, THEREFORE, BE IT ORDAINED that the Governmental Entities agree as follows:

1. To cooperate together to facilitate the purchase, installation and operation of an intergovernmental wireless fire/burglar alarm system (the "System", the "Network" or the "Project"):

- (a) This Agreement is for the purpose of purchasing, installing and operating the System that will benefit the constituents of both Governmental Entities. This System includes equipment both at the hub or head end of the System (the "Alarm Equipment") as well as equipment that will be located on-site with each subscriber to the alarm service (the "Subscriber Equipment").
- (b) This Network may be expanded in the future to include customers located outside the corporate boundaries of both of the Governmental Entities.
- (c) The wireless alarm project will be administered by a five-member board. The City will appoint three members to the board. The City Manger will be responsible for appointing the City's representatives. The District will appoint two representatives to the board. The Fire Chief will be responsible for appointing the District's representatives.
- (d) The City will retain sole ownership of the System, including its Alarm Equipment and Subscriber Equipment.
- (e) The City will maintain adequate insurance coverage to allow for the replacement of any and all System Equipment acquired or operated under this Agreement, if damaged, as a result of a natural disaster, fire or other normal insurance-reimbursable event. The City may elect to self-insure this equipment if it determines that this is the most cost-effective means for acquiring coverage.


- (f) The City and District will provide the day-to-day monitoring of the Subscriber Equipment installed at each individual customer location and arrange for repairs/service to that Subscriber Equipment with the approved contractor at the Project's cost.
- (g) The District will be responsible for onsite alarm evaluations and coordinating necessary repairs/service with the approved contractor.
- (h) The City will be responsible for the day-to-day monitoring of the Alarm Equipment installed at the Woodstock Police Department and coordinating maintenance/service requests for that Alarm Equipment with the selected vendor at the Project's cost.
- (i) The District will provide the day-to-day monitoring of the Alarm Equipment installed at any of the Woodstock Fire/Rescue facilities and will coordinate any maintenance/service requests for that Alarm Equipment with the selected contractor at the Project's cost.

- (j) The City will bill the customers of the System, as well as collect the associated payments on behalf of the Project.
- (k) The City will be responsible for paying the individual vendor(s) associated with this Project but only from Project revenue, and the City may charge individual Subscribers for the use of this service as described in this Agreement, Section (n). Vendor(s) utilized on behalf of this Project must be approved by the aforementioned five-member board prior to service being provided on behalf of the Project. In the absence of such Board approval, the Project will not be financially responsible for the related vendor payments.
- (l) The City will seek to secure the financing required to facilitate this Project. The City may utilize its own funds to provide the financing for this Project. The Project will be responsible for repayment to the City of all borrowed funds, which would include those amounts required to purchase the equipment and provide for an operating reserve, for a term not to exceed five years and an interest rate not to exceed 5.0%. All

revenues of the Project will be dedicated to repayment of any such borrowed funds first before any funds from the Project may be distributed to the Governmental Entities for any purpose.

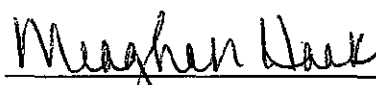
- (m) The District will contact each of the existing alarm customers serviced by the Woodstock Police Department and will provide promotional materials, required contracts and pricing information. As part of these efforts, the District will conduct a series of public meetings to inform all interested customers of the details concerning the Governmental Entities' new System.
- (n) The District will monitor the installation of the individual subscriber units and coordinate with the selected vendor and the customers to facilitate the actual installation. Information concerning each installation will be provided to the City to establish the appropriate billing information.
- ~~(o) System pricing for the customers will be recommended by the five-member board to each of the Governmental Entities' Corporate Authorities as part of the annual budget process~~
- (p) Distributions to each Governmental Entity to offset administrative, operating and any borrowing costs for this Project will be determined by the five-member board and forwarded as part of the annual budget process. After all costs approved by the Board are paid, any surplus revenue generated by the Project shall be retained by the Project for equipment replacement reserves. If reserves are adequate as determined by the Board, the Board may recommend alternative distribution of surplus revenue subject to approval by the Corporate Authorities of each Governmental Entity.
- (q) The Project's board will also be required to submit an annual budget to the City each year to be considered for funding by the City Council.
- (r) The Governmental Entities agree to be bound by this Intergovernmental Agreement for a four (4) year period to be calculated from the date the first member executes this Agreement.

- (s) After all borrowing costs have been repaid by the Project, either Governmental Entity may terminate this Agreement with sixty days written notice to the other party's chief operating officer.
- (t) The Governmental Entities agree to budget and/or appropriate the necessary sums to satisfy the commitments contained in this Agreement for the term of the Agreement. Moreover, both Governmental Entities hereby acknowledge that their Corporate Authorities will need to review and approve contractual and financial commitments in the manner provided by law.
- (u) The Governmental Entities agree to adhere to the purchasing procedures of the District in accordance with the Act.

CITY OF WOODSTOCK:


Mayor Brian Sager, PhD

Date: 5/19/09

ATTEST:


City Clerk Meaghan Haak

WOODSTOCK FIRE/RESCUE DISTRICT:

President Robert Kristensen

ATTEST:

Secretary Kenneth Marunde

Date: _____

Section 1.4. Supervision of Fire Protection Systems. Where a fire alarm system control unit is provided for the required supervision of fire protection system as indicated in the IBC or IFC as adopted and amended from time to time, alarm, supervisory (where applicable) and trouble signals shall be transmitted to the remote supervising station at the City of Woodstock Police Department ("Police Department") in accordance with Section 903.4.1 as amended from time to time in the IBC or IFC. The method of connection to the remote supervising station shall be in accordance with Section 2 of this Ordinance.

Section 1.4.1 Supervision of Existing Directly Connected Alarm Systems. All existing required fire alarm and security systems connected to the City's remote station by phone line as of August 1, 2009, shall convert to the City's Network on or before December 1, 2009.

Section 1.4.2 Supervision of Security Systems. Where a security system is supervised directly by the City, the method of connection shall be in accordance with Section 2 of this Ordinance.

Section 1.4.3 Supervision of Non-Required Fire Alarm Systems. Where a non-required fire alarm system is directly connected to the City's remote station the method of connection shall be in accordance with Section 2 of this Ordinance.

Section 2. Wireless Alarm Network.

Section 2.1. Connection Method. The method of connecting directly to the remote supervising station shall be by the City of Woodstock's Wireless Alarm Network ("Network"), or other alternate connection means as approved by the Director of Community Development. All fire alarm system control panels connected to a Network radio transceiver shall be provided with at least one reverse polarity output except that fire alarm control panels monitoring supervisory signals (tamper switches, fire pump conditions, etc.) shall be provided with two reverse polarity outputs. All fire alarm control panels shall be UL listed for remote station signaling of Manual, Automatic, Waterflow (where applicable) and Supervisory (where applicable) signals by the reverse polarity method. Other listed and supervised methods of connection between the fire alarm control unit and the radio transceiver shall be permitted. A minimum 12V filtered DC signal shall be provided from the fire alarm control unit to the radio transceiver.

Section 2.1.1 Connection Method for Security Systems. The method of connecting a security system to a Network radio transceiver shall be in accordance with the equipment manufacturer's installation instructions and industry standards, subject to the approval of the City.