

HARVARD FIRE PROTECTION DISTRICT

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**RESOLUTION NO. 2024-R1**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN  
INTERGOVERNMENTAL AGREEMENT FOR COMMUNICATION SPECIALIST  
SERVICES BETWEEN THE WOODSTOCK FIRE/RESCUE DISTRICT AND THE  
HARVARD FIRE & RESCUE DISTRICTS**

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ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE HARVARD FIRE PROTECTION DISTRICT

THIS 9<sup>TH</sup> DAY OF JULY 2024

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PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE PRESIDENT  
AND BOARD OF TRUSTEES OF HARVARD FIRE PROTECTION DISTRICT,  
McHENRY COUNTY, ILLINOIS

THIS 9<sup>TH</sup> DAY OF JULY 2024

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**RESOLUTION NO. 2024-R1**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT FOR COMMUNICATION SPECIALIST SERVICES BETWEEN THE WOODSTOCK FIRE/RESCUE DISTRICT AND THE HARVARD FIRE & RESCUE DISTRICTS**

**WHEREAS**, the President and Board of Trustees of the Harvard Fire Protection District desire to enter into an Agreement Entitled Intergovernmental Agreement for Communication Specialist Services Between the Woodstock Fire/Rescue District and the Harvard Fire & Rescue Districts, a copy of said agreement being attached hereto.

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Harvard Fire Protection District, McHenry County, Illinois, as follows:

**SECTION 1:** The President and Secretary of the Harvard Fire Protection District are hereby authorized and directed to execute the aforesaid Agreement, a copy of which is attached hereto and made a part hereof.

**SECTION 2:** This Resolution shall be in full force and effect from and after its passage and approval as required by law.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE HARVARD FIRE PROTECTION DISTRICT, MCHENRY COUNTY, ILLINOIS, THIS 9<sup>TH</sup> DAY OF JULY 2024.

\_\_\_\_\_  
Scott Logan, President

	Ayes	Nays	Absent	Abstain
Trustee Kelnhofer	_____	_____	_____	_____
Trustee Evers	_____	_____	_____	_____
Trustee Logan	_____	_____	_____	_____
Trustee Crane	_____	_____	_____	_____
Trustee Hildreth	_____	_____	_____	_____

ATTEST:

Approved As To Form:

\_\_\_\_\_  
Amy Crane, Secretary

\_\_\_\_\_  
Joseph C. Ponitz, Attorney

DOCUMENT PREPARED BY:  
Franks, Gerkin, Ponitz & Greeley, P.C.  
19333 E. Grant Hwy, Marengo, IL 60152  
(815) 923-2107

**AN INTERGOVERNMENTAL AGREEMENT  
FOR COMMUNICATION SPECIALIST SERVICES BETWEEN THE WOODSTOCK  
FIRE/RESCUE DISTRICT AND THE HARVARD FIRE & RESCUE DISTRICTS**

This Agreement is hereby made and entered by and between the Woodstock Fire/Rescue District, an Illinois Fire/Rescue Corporation ("Woodstock Fire/Rescue"), and the Harvard Fire & Rescue Districts, Illinois, an Illinois Fire/Rescue Corporation ("Harvard Fire Rescue").

**RECITALS**

**WHEREAS**, Woodstock Fire/Rescue and Harvard Fire Rescue are authorized by the terms and provisions of the State of Illinois Intergovernmental Cooperation Act (5 ILCS 220/5 Intergovernmental Contracts) to enter into intergovernmental agreements and undertakings to jointly perform any governmental purposes or services; and

**WHEREAS**, Harvard Fire Rescue has determined that it has a need for Communication Specialist services; and

**WHEREAS**, Woodstock Fire/Rescue presently employs a Communication Specialist and has the resources necessary to provide this Service; and

**WHEREAS**, both Woodstock Fire/Rescue and Harvard Fire Rescue desire to have Woodstock Fire/Rescue Communication Specialist provide certain support services for Harvard Fire Rescue as described more fully in this Agreement.

**NOW, THEREFORE**, in exchange for the promises, terms, and conditions set forth herein, Woodstock Fire/Rescue and Harvard Fire Rescue mutually agree to the following:

**I. EFFECTIVE DATE AND TERM**

- A. This Agreement shall have an effective date of                     , 2024.
- B. This agreement shall not have an expiration date, however, this Agreement may be terminated by either party upon ninety (90) days written notice, unless mutually agreed in writing for a shorter duration.

**II. WOODSTOCK PERSONNEL**

- A. Woodstock Fire/Rescue shall provide the necessary Communication Specialist ("Woodstock Personnel") to fulfill its obligations in a manner consistent with this Agreement. All Woodstock Personnel shall be and remain employees of Woodstock Fire/Rescue.
- B. Harvard Fire Rescue shall designate a person(s) who shall be the point of contact for Woodstock Personnel. Woodstock Personnel shall not report to or take direction from anyone other than the designated contact person(s) or the Harvard Fire Rescue Chief.

### **III. COMMUNICATION SPECIALIST SERVICES**

- A. Woodstock Fire/Rescue shall provide Communication Specialist Services to Harvard Fire Rescue based upon the services outlined on **Exhibit A**.
- B. Harvard Fire Rescue shall provide for a flat yearly fee for all Communication Specialist Services with the exception of special projects not outlined on **Exhibit A**.
- C. To the extent permitted by its vendors and as requested by Harvard Fire Rescue, at Harvard Fire Rescue's expense, Woodstock Fire/Rescue shall provide or make any necessary Communication Specialist Services related purchases on behalf of Harvard Fire Rescue at no additional markup, using any discounts available to Woodstock Fire/Rescue.

### **IV. HARVARD FIRE RESCUE OBLIGATIONS**

- I. Allow access and passwords to job related supported systems.
- II. Provide access to Harvard Fire Rescue facilities. This may include key fobs or passcodes for afterhours access.

### **V. COSTS AND FEES FOR SERVICES; PAYMENT TERMS**

- A. Rates for the first year of Service under this Agreement commencing                     , 2024, shall be:
  - I. Communication Specialist Services: \$7,500.00 per year.
  - II. Special Services/Projects: As agreed to by both parties in writing before commencement of Special Services/Projects. Special Services/Projects pricing shall be discussed and quoted prior to any planning stages.
- B. Harvard Fire Rescue shall pay Woodstock Fire/Rescue for the Services on a monthly or yearly basis for all Services rendered, in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et. seq.).
- C. Rates for services will increase on May 1 of each year, starting on May 1, 2025, based on the Property Tax Extension Limitation Law inflationary rate for taxes levied for the prior year and received in that year, rounded up to the next \$5.00 increment.
- D. Woodstock Fire/Rescue shall provide all means and pay all non-travel time costs associated with transportation, training, equipment, materials, and other costs, except as stated herein, necessary for Woodstock Personnel to complete their responsibilities pursuant to this Agreement.

- E. Woodstock Fire/Rescue shall pay all salary, benefits, workers compensation insurance and other insurance and all usual payroll taxes and deductions on behalf of Woodstock Personnel.

**VI. INSURANCE**

Woodstock Fire/Rescue shall present to Harvard Fire Rescue a certificate of insurance showing coverage with a minimum of \$1 million of general liability coverage, and errors and omissions coverage.

**VII. INDEMNIFICATION**

- A. Woodstock Fire/Rescue, its employees and contractors shall indemnify and hold harmless Harvard Fire Rescue and any of its officers, officials, employees, or agents from any and all claims, demands, liability, loss, damages, fines penalties, attorney’s fees and litigation expenses (collectively “Loss”) arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of Woodstock Fire/Rescue or any of its officers, officials, employees, contractors or agents related to or arising out of this Agreement.
- B. Harvard Fire Rescue, its employees and contractors shall indemnify and hold harmless Woodstock Fire/Rescue and any of its officers, officials, employees, or agents from any and all claims, demands, liability, loss, damages, fines penalties, attorney’s fees and litigation expenses (collectively “Loss”) arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of Harvard Fire Rescue or any of its officers, officials, employees, contractors or agents related to or arising out of this Agreement.
- C. Notwithstanding the above indemnification and hold harmless commitments of Woodstock Fire/Rescue in Section A, in no event, shall Woodstock Fire/Rescue be held liable for indirect, special, incidental or consequential damages arising out of Woodstock Fire/Rescue services, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment or other costs, except in cases of gross negligence by Woodstock Fire/Rescue.
- D. Nothing in this Section VII is intended to waive any provisions of or defenses provided to either party in defense of claims made by third parties pursuant to the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

**VIII. GENERAL TERMS**

- A. All notices shall be mailed or delivered to the following addresses:

Woodstock Fire/Rescue District  
Attention: Fire Chief  
435 East Judd Street

Harvard Fire & Rescue Districts  
Attention: Fire Chief  
502 S. Eastman Street

Woodstock, IL 60098

Harvard, IL 60033

B. All payments shall be mailed to:

Woodstock Fire/Rescue District  
435 East Judd Street  
Woodstock, IL 60098

C. This Agreement shall constitute the entire Agreement between both parties. Except as provided herein, this Agreement may only be amended by mutual agreement, in writing and approved by the Woodstock Fire/Rescue District Board and Harvard Fire & Rescue District Board.

D. Each provision of this Agreement shall be interpreted as to be effective and valid under applicable law. If any provision of this Agreement shall be held to be invalid or ineffective by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity without invalidating or affecting the remainder of such provision or the remaining provisions of this Agreement.

E. Except as otherwise provide by law, Harvard Fire Rescue shall not, without the prior written consent of Woodstock Fire/Rescue, solicit or undertake the employment of Woodstock Personnel, who provide Services under this Agreement, during the term of this Agreement and for a period of 6 months following the termination of this Agreement. Because it will be difficult to assess actual damages, if Harvard Fire Rescue breaches this provision and hires any such individual, Harvard Fire Rescue shall pay Woodstock Fire/Rescue \$50,000 as liquidated damages. Harvard Fire Rescue shall pay all of Woodstock Fire/Rescue's attorney fees and legal costs in enforcing this provision. The parties agree that the administration of this Agreement is adequate consideration for this provision.

**IN WITNESS WHEREOF**, the parties hereto have subscribed their names and have caused this Agreement to be executed on the dates specified below.

HARVARD FIRE & RESCUE DISTRICTS

By: \_\_\_\_\_ Date: \_\_\_\_\_

WOODSTOCK FIRE/RESCUE DISTRICT

By: \_\_\_\_\_ Date: \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT FOR COMMUNICATION SPECIALIST  
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**Exhibit A**

For Harvard Fire & Rescue Districts

**Roles and Responsibilities**

**I. Public Information Officer**

- Serve as a District spokesperson for working incidents, when required.
- Manage and coordinate press conferences for large scale District incidents. Expedite written statements for chief officers to disseminate during applicable press conferences.
- Coordinate with local law enforcement or outside agencies to ensure seamless information dissemination and follow up questions.
- Prepare media releases and alerts, filters requests for information from public, media, external organizations, and outside districts or agencies.
- Build and maintain relationships with local and regional new agencies.

**II. Fire Investigator**

- Work collaboratively with fire investigators from the District and Division.
- Speak and interview witnesses and property owners at a scene.
- Take pictures at fire scenes to present later as evidence.
- Testify as an expert witness in court.
- Work with insurance companies after the fire.

**III. District Photographer**

- Capture still photos and video at emergency scenes, training sessions, and in-house projects for use in training, marketing/promotional materials, communication materials, and posterity.

**IV. Social Media/Web Designer/Marketing Manager**

- Coordinate marketing, branding, recruitment communications strategy, and social media content.
- Manage and maintain District website information such as board meeting documents, press releases, and public education material.
- Manage the District social media platforms. Providing updates to the public during an active incident.

The Communication Specialist will have the discretion to alter his work hours to accommodate work requirements and personal situations which may also arise from time to time. The Communication Specialist will also manage a flexible schedule that may require response, by phone or in-person, after hours with little or no notice during non-traditional business hours (on-call).