
**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: PATRICK J. ROLLINS, CHIEF OF POLICE
SUBJECT: RESOLUTION: AUTHORIZING AN IGA WITH THE SUGAR GROVE
FIRE PROTECTION DISTRICT FOR AN ALERT NOTIFICATION
SYSTEM.
AGENDA: OCTOBER 20, 2020 BOARD MEETING
DATE: OCTOBER 14, 2020

ISSUE

Should the Village enter into an Intergovernmental Agreement with the Sugar Grove Township Fire Protection District for cost sharing on an Emergency Notification System (Nixle/Everbridge).

DISCUSSION

The Sugar Grove Police Department has been exploring implementing an Emergency Alert notification platform for the Village residents and businesses. As previously discussed at the July 7, 2020 Village Board meeting, the Board gave direction to actively explore implementing a new alert platform. Part of the evaluation process, staff realized that not all public safety agency's serving the residents and businesses were part of the process. Hence, staff began discussions with the Sugar Grove Township Fire Protection District, as Police Chief Rollins and Fire Chief Perkins looked at the benefits of partnering together on this initiative. The Village of Sugar Grove serves under 10,000 residents and the Sugar Grove Township Fire Protection District serves the same, plus additional residents and businesses beyond our corporate boundaries. The Alert notification program has the capabilities to send messages out to all, or part of the geographical areas selected, and will serve both agencies beneficially.

Chief Perkins on behalf of the Fire Protection District showed interested in partnering with the Village. He presented the initiative to his respective Board at their September 2, 2020 meeting. They approved partnering with the Village on this initiative.

The Village of Sugar Grove and the Sugar Grove Township Fire Protection District desire is to split the costs for the first year, with each party paying fifty percent of the costs. Prior to the tenth month of the agreement, both parties will evaluate the continuation of the initiative beyond the twelve months. The internal trial period, both agencies will look at the effectiveness and financial means as part of the evaluation.

Each party will have the opportunity to continue with splitting the costs equally for future years out, or either party may opt out before the next 12 month period begins.

COST

Having both government agencies splitting the overall costs equally will be a cost savings for the Village, as well as the Fire Protection District, if both entities enter into this agreement.

RECOMMENDATION

Staff recommends that the Village Board approve Resolution # 2020-1020a PD, authorizing execution of an IGA with the Sugar Grove Township Fire Protection District subject to attorney review for both entities.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF SUGAR GROVE AND THE SUGAR GROVE FIRE PROTECTION DISTRICT FOR COST SHARING FOR A PUBLIC NOTIFICATION SYSTEM (EVERBRIDGE NIXLE)

This Agreement ("Agreement") is entered into this ____ day of October 2020, by and between the Village of Sugar Grove ("Village") and the Sugar Grove Township Fire Protection District ("FPD").

WITNESSETH

WHEREAS, the Illinois Constitution of 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act (5 ILCS 200/1 *et seq.*) authorizes the Village of Sugar Grove ("Village") and the Sugar Grove Township Fire Protection District ("FPD") to cooperate in the performance of the respective duties and responsibilities by contracts and other agreements; and,

WHEREAS, the Village is a non-home rule municipality within Article VII, Section 6A of the Illinois Constitution, and accordingly, acts pursuant to the powers granted to it under 65 ILCS 5/1-1 *et seq.*; and,

WHEREAS, the FPD is a duly formed Illinois fire protection district pursuant to 70 ILCS 705/1 *et seq.*; and,

WHEREAS, the Village and the FPD have each expressed a desire to utilize a certain public notification system (Everbridge NIXLE); and,

WHEREAS, the Village and the FPD each find that the Everbridge NIXLE system will allow for each entity to quickly reach large numbers of citizens with important, targeted messages during an event or an emergency; and,

WHEREAS, the Village and the FPD find that due to their substantially shared community of citizens, it would be mutually beneficial to enter into a cost sharing agreement for the use of such notification software.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Incorporation

The above-stated recitals are material and are restated and incorporated herein as material covenants and representing the intent of the parties.

2. Terms of Agreement

(a) That the Village of Sugar Grove and the Sugar Grove Township Fire Protection District shall agree to share the cost of the Everbridge NIXLE 360 and tangential services as set forth on the October 2, 2020, quotation in the amount of \$6,300, with each party paying one-half of the total invoiced amount (\$3,150 each). If this cost shall increase or decrease, the parties shall split payment on the difference in any amount above or below this amount.

(b) That the Village shall serve as the lead administrative coordinating agency in entering into the Master Services Agreement with Everbridge NIXLE. The Village shall timely communicate any information related to said Master Services Agreement with the FPD.

(c) That each party shall be responsible for submitting its one-half payment directly to Everbridge NIXLE. Payments shall be made on a yearly basis.

3. Miscellaneous Provisions.

(a) Indemnification. The parties hereby agree to mutually defend, indemnify and hold the other harmless for any and all damages, actions, causes of action, liabilities, obligations, lawsuits, claims, injuries or expenses, and costs of any kind incurred by either party arising out of or in any manner connected with the other party, its elected and appointed officials, and employees, in the effectuation and administration of this Agreement. This indemnification shall survive termination of this Agreement.

(b) Amendments and Modification. This Agreement may be modified or amended from time to time by the authorized representatives of the participating units of local government, provided, however, that no such modification or amendment shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the participating units of local government.

(c) No Assignment. This Agreement, or any part thereof, may not be assigned by either party unless consented to in writing by the other party.

(d) Notices. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, by facsimile, or by e-mail, to the person(s) and address(s) indicated below or to such other addresses as either party hereto shall notify of in writing pursuant to the provisions of this section.

TO VILLAGE:

Chief of Police
10 S. Municipal Drive
Sugar Grove, IL 60554
Fax:
Email:

TO FPD:

Chief of Fire Protection District
25 S. Municipal Drive
Sugar Grove, IL 60554
Fax:
Email:

(e) Governing Law. This Agreement shall be deemed to be an intergovernmental agreement made under and shall be construed in accordance with the laws of the State of Illinois.

(f) Counterparts. This Agreement and any amendments thereto may be executed in any number of counterparts with the same effects as if all signatures were upon the same document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized representative who has signed this Agreement as of the date set forth herein indicating each party's intended to be bound by this Agreement.

VILLAGE OF SUGAR GROVE

By: _____

Attest: _____

Date: _____

**VILLAGE OF SUGAR GROVE TOWNSHIP
FIRE PROTECTION DISTRICT**

By: _____

Attest: _____

Date: _____



RESOLUTION NO. 2020-1020a PD

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF SUGAR GROVE AND THE SUGAR GROVE TOWNSHIP FIRE PROTECTION DISTRICT FOR COST SHARING FOR A PUBLIC NOTIFICATION SYSTEM (EVERBRIDGE NIXLE)

WHEREAS, the Illinois Constitution of 1970, article VII, Section 10 and the Intergovernmental Cooperation Act (5 ILCS 200/1 *et seq.*) authorizes the Village of Sugar Grove (“Village”) and the Sugar Grove Township Fire Protection District (“FPD”) to cooperate in the performance of the respective duties and responsibilities by contracts and other agreements; and

WHEREAS, the Village and the FPD have each expressed a desire to utilize a certain public notification system (Everbridge NIXLE); and,

WHEREAS, the Village and the FPD each find that the Everbridge NIXLE system will allow for each entity to quickly reach large numbers of citizens with important, targeted messages during an event or an emergency; and,

WHEREAS, the Village and the FPD find that due to their substantially shared jurisdictions, it would be mutually beneficial to enter into a cost sharing agreement for the use of such notification software.

NOW, THEREFORE, BE IT RESOLVED by the Village of Sugar Grove President and Board of Trustees as follows:

That the Village of Sugar Grove Board of Trustees hereby approves the execution of the Intergovernmental Agreement attached hereto as Exhibit A and authorizes the Village President or his designee to execute any necessary documentation related thereto to effectuate the purpose of this Resolution.

P. Sean Michels, President of the Board of Trustees
of the Village of Sugar Grove, Kane County, Illinois

ATTEST: _____

Alison Murphy, Clerk,
Village of Sugar Grove

	Aye	Nay	Absent	Abstain
Trustee Heidi Lendi	___	___	___	___
Trustee Ryan Walter	___	___	___	___
Trustee Sean Herron	___	___	___	___
Trustee Ted Koch	___	___	___	___
Trustee Rick Montalto	___	___	___	___
Trustee Jen Konen	___	___	___	___
Village President P. Sean Michels	___	___	___	___