



Agenda Cover Memorandum

Meeting Date: July 8, 2013

Meeting Type: COW (Committee of the Whole) City Council Budget Workshop

Item Title: Resolution authorizing the City of Park Ridge to enter into Hold Harmless Agreements with the City of Des Plaines for use of Reserve Fire Suppression Apparatus and Emergency Medical Services Vehicles and Approving the Hold Harmless Agreements with the City of Des Plaines for the use of reserve Fire Suppression Apparatus and Ambulances.

Action Requested:

Approval
 For discussion
 Feedback requested
 For your information

Staff Contact: Michael A. Zywnski, Fire Chief

Phone Number: 847-318-5259

Email Address: mzywnsk@parkridgefd.org

Background:

Currently the City of Park Ridge does not have any Hold Harmless Agreements in place in the event that the Fire Department needs to borrow a reserve fire suppression vehicle or ambulance from another municipality or Fire Protection District on an emergency basis. The need to utilize a reserve fire vehicle or ambulance from another fire department is a rare situation, however at the time of need a hold harmless agreement should be in place.

The attached Hold Harmless Agreements between the City of Park Ridge and the City of Des Plaines provide for the mutual use of each municipality's reserve fire apparatus and ambulances on an emergency basis. The need to use another agency's reserve apparatus can arise due to many situations, such as multiple vehicle breakdowns or mechanical malfunctions. The ability to use a reserve unit from another agency on an emergency basis reduces the possibility that the Fire Department would have a reduced response capability in the event of vehicle mechanical breakdowns.

These agreements will be on the Des Plaines City Council Agenda for approval at their July 15, 2013 meeting.

Recommendation:

Approve the resolution authorizing the City of Park Ridge to enter into Hold Harmless Agreements with the City of Des Plaines for the use of reserve fire suppression vehicles and ambulances and Approving the Hold Harmless Agreements with the City of Des Plaines.

Budget Implications:

Does Action Require an Expenditure of Funds: Yes No

If Yes, Total Cost: N/A

If Yes, is this a Budgeted Item:
 Yes No Requires Budget Transfer

If Budgeted, Budget Code (Fund, Dept, Object) N/A

Attachments:

- Exhibit A, Hold Harmless Agreements between the City of Park Ridge and the City of Des Plaines
- Resolution

HOLD HARMLESS AGREEMENT

In consideration of the City of Des Plaines ("Des Plaines") granting the City of Park Ridge ("Park Ridge") permission to use fire suppression vehicles and emergency medical services vehicles owned by Des Plaines ("Emergency Vehicles") when such vehicles owned by Park Ridge are unavailable for use, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Des Plaines and Park Ridge hereby agree as follows:

1. Assumption of Risk. To the extent permitted by law, and without waiving any immunity from liability to which Park Ridge is entitled by law, Park Ridge shall, and does hereby, assume the full risk of all injuries, including death, all damage to real and personal property, and all costs, damages, and losses that may arise from the use of the Emergency Vehicles, and the equipment thereon, by Park Ridge, whether or not caused in whole or in part by the negligence or wrongful acts of Park Ridge.

2. Indemnification. Park Ridge shall, and does hereby, agree to indemnify and hold harmless Des Plaines, its officers, agents, representatives, attorneys, independent contractors, and employees from any and all claims, causes of action, suits, damages, demands, liabilities, losses, costs, expenses, or judgments arising in any manner out the use of the Emergency Vehicles, and the equipment thereon, by Park Ridge, whether or not caused in whole or in part by the negligence or wrongful acts of Park Ridge; provided, however that Park Ridge and Des Plaines do not agree to waive any immunity from liability to which Park Ridge and Des Plaines are entitled by law.

3. Repair. Park Ridge shall, and does hereby, agree to pay for any repair of damage to the Emergency Vehicles, or the equipment thereon, that is caused by the use of the Emergency Vehicles, and the equipment thereon, by Park Ridge.

4. Acknowledgment of Property Ownership. Park Ridge acknowledges and agrees that the Emergency Vehicles, and the equipment thereon, shall at all times remain the exclusive property of Des Plaines.

Dated this _____ day of _____, 20__.

CITY OF DES PLAINES

CITY OF PARK RIDGE

By: _____

By: _____

Its: _____

Its: _____

State of Illinois

County of _____

Subscribed before me this _____ day of _____, 20__ by _____.

(seal) _____

Notary Public

HOLD HARMLESS AGREEMENT

In consideration of the City of Park Ridge ("Park Ridge") granting the City of Des Plaines ("Des Plaines") permission to use fire suppression vehicles and emergency medical services vehicles owned by Park Ridge ("Emergency Vehicles") when such vehicles owned by Des Plaines are unavailable for use, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Park Ridge and Des Plaines hereby agree as follows:

1. Assumption of Risk. To the extent permitted by law, and without waiving any immunity from liability to which Des Plaines is entitled by law, Des Plaines shall, and does hereby, assume the full risk of all injuries, including death, all damage to real and personal property, and all costs, damages, and losses that may arise from the use of the Emergency Vehicles, and the equipment thereon, by Des Plaines, whether or not caused in whole or in part by the negligence or wrongful acts of Des Plaines.

2. Indemnification. Des Plaines shall, and does hereby, agree to indemnify and hold harmless Park Ridge, its officers, agents, representatives, attorneys, independent contractors, and employees from any and all claims, causes of action, suits, damages, demands, liabilities, losses, costs, expenses, or judgments arising in any manner out the use of the Emergency Vehicles, and the equipment thereon, by Des Plaines, whether or not caused in whole or in part by the negligence or wrongful acts of Des Plaines; provided, however that Des Plaines and Park Ridge do not agree to waive any immunity from liability to which Des Plaines and Park Ridge are entitled by law.

3. Repair. Des Plaines shall, and does hereby, agree to pay for any repair of damage to the Emergency Vehicles, or the equipment thereon, that is caused by the use of the Emergency Vehicles, and the equipment thereon, by Des Plaines.

4. Acknowledgment of Property Ownership. Des Plaines acknowledges and agrees that the Emergency Vehicles, and the equipment thereon, shall at all times remain the exclusive property of Park Ridge.

Dated this _____ day of _____, 20__.

CITY OF PARK RIDGE

CITY OF DES PLAINES

By: _____

By: _____

Its: _____

Its: _____

State of Illinois

County of _____

Subscribed before me this _____ day of _____, 20__ by _____.

(seal) _____

Notary Public

RESOLUTION NO. ____

RESOLUTION WITH RESPECT
TO EMERGENCY EQUIPMENT

Preamble

WHEREAS, the Cities of Des Plaines and Park Ridge have entered into an agreement for the mutual usage of emergency equipment when one or the other agency's equipment is already in use;

WHEREAS, the Agreement calls for the execution of mutual Hold Harmless Agreements related to such usage.

THEREFORE, BE IT HEREBY RESOLVED that the City Manager be and is hereby authorized to enter into mutual Hold Harmless Agreements with the City of Des Plaines in the form that is attached to this resolution as Exhibit A.

ADOPTED by the City Council of the City of Park Ridge, Illinois, this _____ day of _____, 2013.

VOTE: AYES _____

NAYS _____

ABSENT _____

Approved by me this _____ day of

_____, 2013.

David Schmidt, Mayor

ATTEST:

City Clerk