



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 North Maine Fire Protection District for use of Reserve Fire Suppression Apparatus and Emergency Medical Services Vehicles and Approving the Hold Harmless Agreements with the North Maine Fire Protection District 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: mzywansk@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 North Maine Fire Protection District provide for the mutual use of each agency'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 agenda for the North Maine Fire Protection District Board meeting to be held on Wednesday, July 10, 2013.

Recommendation:

Approve the resolution authorizing the City of Park Ridge to enter into Hold Harmless Agreements with the North Maine Fire Protection District for the use of reserve fire suppression vehicles and ambulances and approving the Hold Harmless Agreements with the North Maine Fire Protection District.

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 North Maine Fire Protection District
- Resolution

HOLD HARMLESS AGREEMENT

In consideration of the North Maine Fire Protection District ("District") granting the City of Park Ridge ("Park Ridge") permission to use fire suppression vehicles and emergency medical services vehicles owned by the District ("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, the District 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 the District, 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 the District do not agree to waive any immunity from liability to which Park Ridge and the District 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 the District.

Dated this _____ day of _____, 20__.

NORTH MAINE FIRE PROTECTION DISTRICT

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

1. Assumption of Risk. To the extent permitted by law, and without waiving any immunity from liability to which the District is entitled by law, the District 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 the District, whether or not caused in whole or in part by the negligence or wrongful acts of the District.

2. Indemnification. The District shall, and does hereby, agree to indemnify and hold harmless the City, 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 the District, whether or not caused in whole or in part by the negligence or wrongful acts of the District; provided, however that the District and the City do not agree to waive any immunity from liability to which the District and the City are entitled by law.

3. Repair. The District 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 the District.

4. Acknowledgment of Property Ownership. The District acknowledges and agrees that the Emergency Vehicles, and the equipment thereon, shall at all times remain the exclusive property of the City.

Dated this _____ day of _____, 20__.

CITY OF PARK RIDGE

NORTH MAINE FIRE PROTECTION DISTRICT

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 North Maine Fire Protection District and the City of 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 North Maine Fire Protection District 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