City of Fairview Heights
City Council Meeting Agenda
February 19, 2019
7:00 P.M.

A. Call to Order
B. Pledge of Allegiance
C. Invocation
D. Roll Call
E. Public Participation

J. UNFINISHED BUSINESS
None.

K. NEW BUSINESS

Proposed Resolution No. 5-'19, a Resolution amending Resolution No. 4208-2018, passed March 20, 2018 and approved March 21, 2018 and Resolution No. 4237-2018 passed September 18, 2018, and approved September 19, 2018, a Resolution authorizing Departmental Force Levels – Municipal Complex – Part Time and Parks and Recreation Full Time and Part Time, respectively. (Operations Committee)

Proposed Resolution No. 6-'19, a Resolution authorizing the Mayor to enter into an agreement with the Fource Group to create a Recruitment Strategy and Communication Plan for the Police Department. (Administration Committee)

Proposed Resolution No. 7-'19, a Resolution authorizing the City and the Police Department adopt the 10 Shared Principles to build trust between Law Enforcement and Communities of Color. (Administration Committee)

Proposed Resolution No. 8-'19, a Resolution authorizing the Mayor to enter into an agreement with the Fource Group to develop an Interactive Website for the City of Fairview Heights Police Department. (Administration Committee)

Proposed Resolution No. 9-'19, a Resolution authorizing the Mayor to sell five Fujitus Stylistic Tablets and five Lund tablet stands to the Clinton County Sheriff’s Department. (Administration Committee)
K. NEW BUSINESS - continued

**Proposed Resolution No. 10-'19**, a Resolution for Maintenance under the Illinois Highway Code from May 1, 2019 to April 30, 2020. (Operations Committee)

**Proposed Resolution No. 11-'19**, a Resolution authorizing execution of the Illinois Public Works Mutual Aid Network Agreement (IPWMAN) (Operations Committee)

L. ADJOURNMENT
The regular meeting of the Fairview Heights City Council was called to order at 7:00 P.M. by Mayor Mark Kupsky in the Municipal Complex, 10025 Bunkum Road, Fairview Heights, IL with the Pledge of Allegiance and Invocation by City Clerk Karen J. Kaufhold.

ROLL CALL

Roll call of Aldermen present: Roger Lowry, Bill Poletti, Denise Williams, Frank Menn, Joshua Frawley, Pat Baeske, Brenda Wagner and Harry Zimmerman. Aldermen Pat Peck and Ryan Vickers were absent. Mayor Mark Kupsky, City Clerk Karen J. Kaufhold and City Attorney Kevin Hoerner were also present.

PUBLIC PARTICIPATION

None.

CONSENT AGENDA

Alderman Lowry moved to approve the January 15th City Council minutes and Finance Director’s Report. Seconded by Alderman Williams. Motion carried.

COMMITTEE REPORTS

Mayor announced the Operations Committee meeting will be held on February 6th, 7:00 P.M.

COMMUNICATIONS FROM THE MAYOR

Mayor Kupsky gave an update on the Rec Center and stated that the preliminary dates for the Grand Opening are April 27th or May 4th.

COMMUNICATIONS FROM ELECTED OFFICIALS

None.

UNFINISHED BUSINESS

None.
NEW BUSINESS

Proposed Resolution No. 4-'19, a Resolution approving a Special Use Permit for Shannon Taylor to operate a Dog Daycare establishment within the “PB” Planned Business District zoned Property located at 10890 Lincoln Trail. Motion by Alderman Poletti. Seconded by Alderman Zimmerman. Proposed Resolution No. 4-'19 passed on a voice vote. Proposed Resolution No. 4-'19 now becomes RESOLUTION NO. 4261-2019.

Alderman Baeske moved to approve Garrett Hoerner with Becker, Hoerner, Thompson & Ysursa, P.C. as the City Attorney, term February 5, 2019 to May 1, 2019. Seconded by Alderman Lowry. Motion carried.

Alderman Lowry moved to adjourn. Seconded by Alderman Poletti. Motion carried.

Meeting adjourned at 7:06 P.M.

Respectfully submitted,

KAREN J. KAUFHOLD
CITY CLERK
Memo

To: Mayor & City Council
From: Gina Rader – Finance Director
CC: City Clerk & Directors
Date: February 14, 2019
Re: Finance Report – February 19, 2019 City Council Meeting

Budget Meeting
Just a reminder….FY 2019-2020 budget will be presented on March 13. Thursday, March 14th will be reserved if needed.

Sales Tax Information
Attached is the sales tax trend analysis report for February 2019 reflects a small decrease (less than 1%) compared to the same time period last year. Overall, we are staying relatively flat year-to-date. Of course our March number will indicate how well the performance was during the Christmas season.

Legislation
The Bill List was approved by the Finance Committee in the amount of $3,065,454.60 to be forwarded to City Council.
CITY OF FAIRVIEW HEIGHTS, IL
SALES TAX REPORT
State 1% Municipal Tax Portion

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</table>
PROPOSED RESOLUTION NO. 5-19


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS:

SECTION 1. AMENDMENT. Amendment of Resolution No. 4208-2018, under MUNICIPAL COMPLEX – PART TIME reading as follows:

MUNICIPAL COMPLEX:

PART TIME:

Custodian (not to exceed 1,820 hours/year) One (1)
Custodian (not to exceed 320 hours) One (1)

SECTION 2. AMENDMENT. Amendment of Resolution No. 4237-2018, under PARKS AND RECREATION – FULL TIME reading as follows:

PARKS AND RECREATIONS:

FULL TIME:

Director One (1)
Parks Supervisor Grade 8 One (1)
Recreation Supervisor Grade 7 One (1)
Office Staff/Secretary Grade 6 One (1)
Recreations Assistant/Facility Rentals Specialist Grade 3 One (1)
Recreation Assistant Grade 3 One (1)
Lead Laborers Two (2)
Laborers Four (4)
SECTION 3. AMENDMENT. Amendment of Resolution No. 4237-2018, under PARKS AND RECREATION – PART TIME reading as follows:

**PART TIME:**

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<th>Position</th>
<th>Number</th>
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<tr>
<td>Laborers (Seasonal)</td>
<td>Five (5)</td>
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<td>Recreation Program Coordinator</td>
<td>One (1)</td>
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<td>Recreation Coordinator</td>
<td>Nine (9)</td>
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<td>Recreation Assistant</td>
<td>Two (2)</td>
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<td>Day Camp Counselor</td>
<td>Three (3)</td>
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<tr>
<td>Custodian (not to exceed 520 hours/year)</td>
<td>One (1)</td>
</tr>
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</table>

SECTION 4. PASSAGE. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED:

APPROVED:

_________________________
MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

_________________________
KAREN J. KAUFHOLD – CITY CLERK
PROPOSED RESOLUTION NO. 6 –’19

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE FOURCE GROUP TO CREATE A RECRUITMENT STRATEGY AND COMMUNICATION PLAN FOR THE POLICE DEPARTMENT.

WHEREAS, the City of Fairview Heights Police Department is seeking to expand its recruitment and communications efforts to attract new candidates for employment.

WHEREAS, in order to maintain the secure and progressive community the Police Department has worked diligently to create, it is seeking to expand its communications efforts to attract new candidates for employment and increased dialogue between the department, residents and businesses.

WHEREAS, the Fource Group, 631 North Main Street, Suite 2, O'Fallon, IL 62269 has submitted a Recruitment Strategy and Communication Plan proposal in the amount of TWELVE THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO CENTS ($12,250.00).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS:

That the Mayor is hereby authorized to enter into an agreement with the Fource Group, 631 North Main Street, Suite 2, O'Fallon, IL 62269 to create a Recruitment Strategy and Communication Plan for the Police Department, pursuant to the proposal attached hereto, made a part hereof and marked “EXHIBIT A."

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.
PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK
A proposal for

Fairview Heights Police Department

RECRUITMENT STRATEGY + CAMPAIGN

January 22, 2019

THE FOURCE GROUP
Situation Analysis

The Fairview Heights Police Department has been working for over two decades to create a community-centered approach to law enforcement. It has had great success in building the trust of the citizens of Fairview Heights and has become a leader in the region in law enforcement.

In order to maintain the secure and progressive community the Police Department has worked diligently to create, it is seeking to expand its communications efforts to attract new candidates for employment and increased dialogue between the department, residents and businesses.

The search for highly qualified candidates for employment is very competitive. Currently, the Department participates in the Southwestern Illinois Consortium of Police Departments who have pooled their resources to test potential new recruits. In the past this system proved valuable, but in the last five years, as members to the Consortium have increased, Fairview Heights strong identity has eroded. Therefore, the Department has decided to leave the Consortium and conduct its own testing in the spring of 2019.

In order to launch the testing procedure, the Department will be creating a new communications plan to position the Fairview Heights Police Department as #1 in the marketplace as a forward thinking community driven force that is on the move to advance the lives of its citizens and employees.

The goals of the communications plan are 1. Recruit new members to the Police Force that reflect the diversity of the community. 2. Engage the Fairview Heights Community through enhanced communications of Department outreach activities and crime prevention programs.

The following marketing strategy has been specifically crafted for the Fairview Heights Police Department in order to increase leads for new recruits and evolve communications to reach more citizens and the community at large. The suggested tactics and implementation procedures are based on the findings of our own analysis, our review & study of trends, and our understanding of goals that are unique to you.

This document provides a suggested direction which is subject to revision pending further collaboration and discussion on the agreed upon goals.
SCOPE OF WORK

1. VIDEO PRODUCTION: THE FOURCE GROUP will produce a video about the FAIRVIEW HEIGHTS POLICE DEPARTMENT in order to position the Department in the marketplace as the #1 law enforcement agency in the area.

**Production:** Production will include all on-site production services including camera operators, lighting, audio technicians and other production staff as needed. THE FOURCE GROUP shall provide all necessary post-production services to complete the deliverables. All video segments will be delivered digitally. THE FOURCE GROUP shall be responsible to obtaining all necessary licenses for any music to be used in any video. Unless agreed otherwise, the costs for such licenses shall be included in the total production budget set forth.

**Releases.** Except with respect to any materials provided to THE FOURCE GROUP by the Fairview Heights Police Department, including but not limited to footage, logos, trademarks, copyrighted materials, etc. (collectively called “client materials”), THE FOURCE GROUP shall be responsible for obtaining all necessary releases, permission, and/or waivers from any other rights holders, including licensors of trademarks or other intellectual property that may be used, featured or appear in the deliverables.

**Talent/Location.** THE FOURCE GROUP shall be responsible for obtaining all necessary clearance and permissions from Talent, and shall be responsible for obtaining necessary location releases for on-site production.

**Ownership.** THE FOURCE GROUP agrees that the delivered video segment(s) (the “Deliverables”) constitute audio and visual work(s) made for hire within the meaning of the United States Copyright Law. All tapes, negatives and prints of all pictures and sound tracks and material, exposed and/or processed, in the production of the Deliverables, and all material and content contained in the Deliverables, including but not limited to any characters, names, copy, art, logos, and animation, and all right, titles, interest and copyrights therein, shall become the property of the FAIRVIEW HEIGHTS POLICE DEPARTMENT upon delivery thereof in accordance with the provision hereof. In the event that the Deliverables for any reason are determined not to be a work made for hire, THE FOURCE GROUP hereby grants and assigns all rights, title, and interest to the Deliverables to The FAIRVIEW HEIGHTS POLICE DEPARTMENT and THE FOURCE GROUP will promptly execute and deliver such documents as may be requested by Client in order to accomplish the assignment and transfer all such rights, title and interest. Without in any way limiting the foregoing, THE FOURCE GROUP hereby waives any and all “moral rights” and any rights THE FOURCE GROUP may have regarding the Deliverable pursuant to the Visual Artist Rights Act (17 U.S.C. 106A(e)) or other federal, state or local statute. THE FOURCE GROUP will not mortgage, pledge assign or otherwise encumber the aforementioned sound tracks, tapes and negative and positive films.

THE FOURCE GROUP
Notwithstanding the foregoing, all THE FOURCE GROUP’s original project files, animations files and color correction files and any other underlying proprietary technologies, plug-ins, architecture or other proprietary materials used by THE FOURCE GROUP in creation of the Deliverables (collectively “THE FOURCE GROUP Materials) shall remain the sole property of THE FOURCE GROUP. THE FOURCE GROUP hereby grants Client a limited, non-exclusive, royalty free perpetual license to use any such THE FOURCE GROUP Materials solely to the extent that may be necessary to enable the Deliverables to perform and/or be displayed as promised.

THE FOURCE GROUP’s Representations and Warranties. The FOURCE GROUP represents and warrants as follows:

A. That THE FOURCE GROUP will produce the Deliverables in a professional, first class manner consistent with services rendered by THE FOURCE GROUP in film, television, and entertainment industries and THE FOURCE GROUP will maintain the highest standard of safety for the production of the Deliverables consistent with industry standards and best practices.

B. That THE FOURCE GROUP is the lawful owner or licensee with right to sublicense of, in and to the Material and any intellectual property rights therein; that the Material, to the extent developed by THE FOURCE FORUP, consists of original work created by THE FOURCE GROUP; that THE FOURCE GROUP has a legal right to sell and transfer the same to CLIENT; and that the Client’s use of the Material and intellectual property rights therein will not infringe upon the intellectual property rights of any third party.

Deliverables:
- Up to 3 video segments, each 2-3 minutes in length.
- Storyboard and copywriting as necessary
- Filming and editing as outlined above
- Sound Mixing
- Graphic Design
- Digital Rendering
- Initial design and programming will be provided within first month of contract initiation.

2. Social Channel Marketing: THE FOURCE GROUP will optimize the following social media channels and create campaigns when relevant:

THE FOURCE GROUP
Facebook | Instagram | LinkedIn - The primary purpose of the FAIRVIEW HEIGHTS POLICE DEPARTMENT social profile is to establish thought leadership and increase credibility through the curation of share-worthy content. They should also work to deepen relationships with community leaders, businesses and prospective employees.

**Deliverables:**
- Postings twice a week
- Copywriting
- Graphic Design
- Development of Interactive Tools
- Baseline report will be provided within (30) days of contract initiation
- First Summary report will be provided (60) days after contract initiation and every (90) days thereafter

3. **Creative Development:** THE FOURCE GROUP will develop creative elements as identified and agreed to by both parties. Creative development includes graphic design and copywriting. Such pieces may include but not be limited to:

**Deliverables:**
Recruitment Collateral (brochures, posters etc.) -
- Creative development, copywriting, Graphic Design for Recruitment brochure/handout to promote Recruitment Activities and Testing Changes
- Selection and Optimization of Concepts
- Up to two rounds of corrections are included per piece
- Prepare files for production and manage production

Print Advertising –
- Development of creative concepts inclusive of Recruitment as identified
- Selection and Optimization of Concepts
- Up to two rounds of corrections are included per piece
- Prepare files for production and manage production

4. **Production Management:** Development of Cost Effective Budget for Expenses associated with the above activities inclusive of the following: Photography, printing, etc.

5. **Efficacy Analytic Measurement:** The key component to success of our marketing strategy is the daily, weekly and monthly tracking of our marketing efforts to show ROI and lead generation and conversion.
Deliverables:
- Online tracking and lead generation
- Weekly/Monthly/Quarterly updates and reports to senior management
- First Report within 30 days of execution of contract.
- Weekly Reports and updates thereafter.

TERMS OF AGREEMENT

PARTIES & PURPOSE
This Agreement is made between FAIRVIEW HEIGHTS POLICE DEPARTMENT, (hereinafter “Client”) and THE FOURCE GROUP, (hereinafter “Marketing Company”). Client agrees to retain Marketing Company from execution of this agreement thru completion of the assignments.

PRICING & FEES
The Marketing Company will provide the following marketing services as outlined above for a combined fee of $12,250 to be billed in four increments of $3,062.50
- Video Production: $3,500 (23 hours)
- Creative Development: $3,750 (25 hours)
- Social Media Campaign: $5,000 ($4000 paid advertising, $1000 Creative) (6 hours)

Timing of the project is as follows:
- Week of February 4, 2019 – March 4, 2019 – Video Production
- Week of March 4, 2019 – Presentation of Video Concepts, Creative Development
- Week of March 11, 2019 – Revisions and updates
- Weeks of March 18 – May 1st – Social Media Campaign to promote Testing Change

This account team includes the combined services of the following team members:
- Chief Creative and Strategy Officer
- Senior Graphic Designer
- Graphic Designer
- Senior Copywriter
- Social Media Manager
- Production Artist
- Chief Intelligence Officer
- Data Scientist
- Media Planner/Buyer
- Account Service Manager

THE FOURCE GROUP
Client agrees to pay all additional hours of work, approved by Client, at our standard hourly rate of $240. Prior to being billed at an hourly rate, the client will be provided an estimate for approval. Client also acknowledges that Marketing Company may recommend 3rd party software or services, to be paid for by Client upon Client’s approval.

TERMS

All materials furnished by FAIRVIEW HEIGHTS POLICE DEPARTMENT will remain the property of FAIRVIEW HEIGHTS POLICE DEPARTMENT and will be returned upon request, or no more than 30 days from the termination of this agreement. The results of any and all work performed by THE FOURCE GROUP for FAIRVIEW HEIGHTS POLICE DEPARTMENT, including original creative work will remain the property of the FAIRVIEW HEIGHTS POLICE DEPARTMENT.

To the extent permitted by law, FAIRVIEW HEIGHTS POLICE DEPARTMENT and THE FOURCE GROUP agree to defend, indemnify and hold harmless either party, its/their officers, directors, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable legal fees and costs arising in whole or in part and in any manner from acts, omissions, breach or default of either party, in connection with performance of any work produced by this agreement, its officers, directors, agents, employees and subcontractors.

This agreement may be terminated on 60 days’ written notice by either party. In case of termination, THE FOURCE GROUP shall make a reasonable attempt to finish work in progress.

PLACE OF LAW
This agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

CONTRACT RENEWAL
Client agrees that this contract will be in effect for the agreed upon duration. If you agree to the terms set forth above, please sign in the space provided below and return one copy of this proposal. If desired, contract termination requires 60-day notice.
PROPOSED RESOLUTION NO. 7-'19

A RESOLUTION AUTHORIZING THE CITY AND THE POLICE DEPARTMENT ADOPT THE 10 SHARED PRINCIPLES TO BUILD TRUST BETWEEN LAW ENFORCEMENT AND COMMUNITIES OF COLOR.

WHEREAS, the City of Fairview Heights and Fairview Heights Police Department is desirous of adopting 10 Shared Principles designed to build trust between law enforcement and communities of color;

WHEREAS, on March 22, 2018, the NAACP Illinois State Conference and the Illinois Association of Chiefs of Police agreed to 10 Shared Principles designed to build trust between law enforcement and communities of color;

WHEREAS, the two statewide associations vowed by mutual affirmation to work together and stand together in our communities and at the state level to implement these values and principles, and to replace mistrust with mutual trust wherever, whenever, and however we can;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS that:

The City and the Fairview Heights Police Department adopts these same Ten Shared Principles as their own, and thereby adds its name to the historic agreement between the Illinois NAACP and the ILACP.

**Ten Shared Principles:**

1. We value the life of every person and consider life to be the highest value.

2. All persons should be treated with dignity and respect. This is another foundational value.

3. We reject discrimination toward any person that is based on race, ethnicity, religion, color, nationality, immigrant status, sexual orientation, gender, disability, or familial status.
4. We endorse the six pillars in the report of the President’s Task Force on 21st Century Policing. The first pillar is to build and rebuild trust through procedural justice, transparency, accountability, and honest recognition of past and present obstacles.

5. We endorse the four pillars of procedural justice, which are fairness, voice (i.e., an opportunity for citizens and police to believe they are heard), transparency, and impartiality.

6. We endorse the values inherent in community policing, which includes community partnerships involving law enforcement, engagement of police officers with residents outside of interaction specific to enforcement of laws, and problem-solving that is collaborative, not one-sided.

7. We believe that developing strong ongoing relationships between law enforcement and communities of color at the leadership level and street level will be the keys to diminishing and eliminating racial tension.

8. We believe that law enforcement and community leaders have a mutual responsibility to encourage all citizens to gain a better understanding and knowledge of the law to assist them in their interactions with law enforcement officers.

9. We support diversity in police departments and in the law enforcement profession. Law enforcement and communities have a mutual responsibility and should work together to make a concerted effort to recruit diverse police departments.

10. We believe de-escalation training should be required to ensure the safety of community members and officers. We endorse using de-escalation tactics to reduce the potential for confrontations that endanger law enforcement officers and community members; and the principle that human life should be taken only as a last resort.

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED:

APPROVED:________________________
MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK
PROPOSED RESOLUTION NO. 8-'19

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE FOURCE GROUP TO DEVELOP AN INTERACTIVE WEBSITE FOR THE CITY OF FAIRVIEW HEIGHTS POLICE DEPARTMENT.

WHEREAS, the Police Department is in need of the development of an Interactive Website.

WHEREAS, the Fource Group, 631 North Main Street, Suite 2, O'Fallon, IL 62269 has submitted a proposal to develop an Interactive Website in the amount of TEN THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO CENTS ($10,250.00).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS:

That the Mayor is hereby authorized to enter into an agreement with the Fource Group, 631 North Main Street, Suite 2, O'Fallon, IL 62269 to create an Interactive Website for the Police Department, pursuant to the proposal attached hereto, made a part hereof and marked “EXHIBIT A.”

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED:

APPROVED:

____________________________
MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

____________________________
KAREN J. KAUFHOLD - CITY CLERK
A proposal for

Fairview Heights Police Department

WEBSITE DEVELOPMENT

January 22, 2019
SCOPE OF WORK

We want to help you build momentum and increase your brand awareness with potential audiences who are looking for the services you offer. Marketing tactics alone are less likely to be effective without a clear and cohesive long-term strategy. We will focus on the entire Fairview Heights Police Department portfolio of offerings.

1. Development of an Interactive Website: THE FOURCE GROUP will design your website to be a word press SEO optimized site that will work to achieve your goals.

We approach your design as a true collaboration in ideation -- the process of creating new ideas. We offer our expertise and guidance whenever needed to ensure that the entire process is as smooth and enjoyable as possible. THE FOURCE GROUP’s commitment to quality is with you from concept through to post-implementation support so you can sleep well both during and after the development process.

We believe the ideation process begins the moment we connect with our clients. Our goal is to provide strategies and solutions that go beyond the expected. To make sure we deliver, we embrace the ideation process. Through this process we listen hard to your goals (and then listen again).

After gathering all the information and ideation, we will create the architecture, wireframes and technical system design. THE FOURCE GROUP will then develop the graphical interface that will represent on the web and the mechanisms through which the end user will navigate and interact with the site. THE FOURCE GROUP will develop interactive concepts of the new website and work with FAIRVIEW HEIGHTS POLICE
DEPARTMENT through multiple rounds of revisions to create a unique and powerful design. This design will emphasize usability, but also provide an attractive web presence for FAIRVIEW HEIGHTS POLICE DEPARTMENT.

THE FOURCE GROUP understands the importance of maintaining a professional, clean look and easy to use navigation. THE FOURCE GROUP will focus on developing a website design for FAIRVIEW HEIGHTS POLICE DEPARTMENT that uses color, font, video imagery and layout to stand out, communicate effectively and ultimately be memorable.

The website will be built to be conducive in today’s market. It should build confidence and trust and, most importantly, it should gather analytics. The site must be clear and easy to navigate, load quickly, and reinforce campaign/brand positioning. It should look contemporary and incorporate a high level of interactivity. It should rank high on all the primary search engines (Google, Bing) using Search Engine Optimization techniques.

**Deliverables:**
- We will build the website to be responsive and dynamic with fully optimized SEO in Word Press Format. All pages will be driven by custom SEO content: researched keywords and key phrases, proper keyword and key phrase density, calls to action and optimized H1, H2 and H3 tags (headings and subheadings for readability and search engine friendliness).
- Design will include pages for recruitment, community, about us and more.
- Initial design and programming will be provided within (10) days of contract initiation.
- Up to 2 rounds of corrections.
- Initial Web design within 24 days of contract initiation.
- Inclusion of original videos as identified in plan
- Beta Test within 30 days of contract initiation.
- Launch of new site within 45 days of contract initiation.
- First Traffic Report and Analysis with be provided (90) days after contract initiation and every (90) days thereafter.
- Client to provide copy/content for site.

2. **Maintenance and Hosting of Interactive Website:** THE FOURCE GROUP will maintain and host the newly built FAIRVIEW HEIGHTS POLICE DEPARTMENT website inclusive of the following:

**Deliverables:**
- Monthly Maintenance with Security Testing
- New Photography, Copywriting and Graphic Design for banners, promotions and new content.
- It will also include video production for 4 new videos – 1 per quarter to feature services and promotions.
• Hosting through December 2019
• Curation and Maintenance of contact us and information center.
• Produce Traffic Reports and Analysis provided every (90) days.

TERMS OF AGREEMENT

PARTIES & PURPOSE
This Agreement is made between FAIRVIEW HEIGHTS POLICE DEPARTMENT, (hereinafter “Client”) and THE FOURCE GROUP, (hereinafter “Marketing Company”). Client agrees to retain Marketing Company from execution of this agreement thru completion of the assignments.

PRICING & FEES
The Marketing Company will provide the following marketing services as outlined above for a fee of $9,250 (60 hours at a reduced agency rate of $155/hr) plus one year of website maintenance and hosting for $1,000 to be billed in 2 increments of $5,125.

Timing of the project is as follows:
• Week of February 4, 2019- March 4, 2019 – Website Development & Video Production
• Week of March 4, 2019 – Presentation of Website, Video Concepts, Creative Development
• Week of March 11, 2019 – Revisions and updates
• Week of March 18, 2019 – Launch Website

This account team includes the combined services of the following team members:
• Chief Creative and Strategy Officer
• Senior Graphic Designer
• Graphic Designer
• Senior Copywriter
• Account Service Manager

Client agrees to pay all additional hours of work, approved by Client, at our standard hourly rate of $240. Prior to being billed at an hourly rate, the client will be provided an estimate for approval. Client also acknowledges that Marketing Company may recommend 3rd party software or services, to be paid for by Client upon Client’s approval.

TERMS
All materials furnished by FAIRVIEW HEIGHTS POLICE DEPARTMENT will remain the property of FAIRVIEW HEIGHTS POLICE DEPARTMENT and will be returned upon request, or no more than 30 days from the termination of this agreement. The results of any and all work performed by THE FOURCE GROUP for FAIRVIEW HEIGHTS POLICE DEPARTMENT, including original creative work will remain the property of the FAIRVIEW HEIGHTS POLICE DEPARTMENT.

To the extent permitted by law, FAIRVIEW HEIGHTS POLICE DEPARTMENT and THE FOURCE GROUP agree to defend, indemnify and hold harmless either party, its/their officers, directors, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable legal fees and costs arising in whole or in part and in any

THE FOURCE GROUP
manner from acts, omissions, breach or default of either party, in connection with performance of any work produced by this agreement, its officers, directors, agents, employees and subcontractors.

This agreement may be terminated on 60 days' written notice by either party. In case of termination, THE FOURCE GROUP shall make a reasonable attempt to finish work in progress.

PLACE OF LAW
This agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

CONTRACT RENEWAL
Client agrees that this contract will be in effect for the agreed upon duration. If you agree to the terms set forth above, please sign in the space provided below and return one copy of this proposal. If desired, contract termination requires 60-day notice.

______________________________  ______________________
Client Name  

X  ________________________________  ______________________
Client Signature  Date

______________________________  ______________________
FOURCE Name  

X  ________________________________  ______________________
FOURCE Signature  Date
PROPOSED RESOLUTION NO. 9-’19

A RESOLUTION AUTHORIZING THE MAYOR TO SELL FIVE FUJITUS STYLISTIC TABLETS AND FIVE LUND TABLET STANDS TO THE CLINTON COUNTY SHERIFF’S DEPARTMENT.

WHEREAS, the Police Department has determined that five Fujitus Stylistic Tablets and five Lund tablet stands have attained a condition where they do not meet the Police Department needs.

WHEREAS, the Clinton County Sheriff’s Department, 810 Franklin Street, Carlyle, IL 62231 is in need of tablets and stands for their patrol fleet.

WHEREAS, five tablets with the following serial numbers will be sold: Q4611036, Q4611041, Q4611045, Q4611050 and W4611060.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS:

That the Mayor be and is hereby authorized to sell five Fujitus Stylistic Tablets and five Lund patrol car stands to the Clinton County Sheriff’s Department for One Dollar ($1.00).

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED:

APPROVED:

MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD – CITY CLERK
PROPOSED RESOLUTION NO. 10-'19
Resolution for Maintenance
Under the Illinois Highway Code

Resolution Number  Resolution Type  Section Number

BE IT RESOLVED, by the Council of the City of Fairview Heights, Illinois that there is hereby appropriated the sum of Three Hundred Eight-Five Thousand Dollars ($385,000.00) of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 05/01/19 to 04/30/20.

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of Fairview Heights shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

Karen Kaufhold
Name of Clerk of Fairview Heights in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Council of Fairview Heights at a meeting held on 02/19/20.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of .  

(SEAL) Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

Printed 02/04/19

BLR 14220 (Rev. 03/13/17)
PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK
PROPOSED RESOLUTION NO. 11-'19

A RESOLUTION AUTHORIZING EXECUTION OF THE ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK AGREEMENT (IPWMAN).

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, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., 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, Section 5 of the "Intergovernmental Cooperation Act", 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 to the contract; and,

WHEREAS, the Mayor and the City Council of the City of Fairview Heights have determined that it is in the best interest of the City and its residents to enter into an intergovernmental agreement to secure to each the benefits of mutual aid in public works and the protection of life and property from an emergency or disaster and to provide for public works assistance, training and other necessary functions to further the response and recovery from said emergency or disaster. The principal objective of the public works mutual aid assistance being the response to and recovery from any
emergency or disaster and the return of the community to as near normal as quickly as possible.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS:

That the Mayor and the City Council be and are hereby authorized to execute an Agreement for participation in the Illinois Public Works Mutual Aid Network (IPWMAN), a copy of said Agreement being attached hereto, made a part hereof, and marked "EXHIBIT A."

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED:

APPROVED:

______________________________
MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

______________________________
KAREN J. KAUFHOLD - CITY CLERK
Illinois Public Works
Mutual Aid Network Agreement

This Public Works Agreement (hereinafter “Agreement”) is entered into by the City of Fairview Heights which has, by executing this Agreement, manifested its intent to participate in an Intrastate Program for Mutual Aid and Assistance, hereinafter entitled the “Illinois Public Works Mutual Aid Network (IPWMAN)”; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, (hereinafter “Act”) authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, any community that is a home rule unit of local government under the 1970 Constitution of the State of Illinois and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Act provides that any one or more public agencies may contract with any one or more other public agencies to set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting Parties; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., 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 including a unit of local government from another state; and

WHEREAS, the Parties to this Agreement may voluntarily agree to participate in mutual aid and assistance activities conducted under the State of Illinois Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC). Parties may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for public works related agencies including, but not limited to; local municipal public works departments, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other governmental entity that performs a public works function through this Agreement if such a program were established.

WHEREAS, the Parties hereto are units of local government as defined by the Constitution of the State of Illinois and the Intergovernmental Cooperation Act; and

WHEREAS, the Parties recognize that they are vulnerable to a variety of potential, natural and man-made disasters; and

WHEREAS, the Parties to this Agreement wish to provide mutual aid and assistance to one another during times of disaster or public works emergencies.

NOW, THEREFORE, the Parties agree as follows:
SECTION I: PURPOSE

The Illinois Public Works Mutual Aid Network (IPWMAN) program is hereby established to provide a method whereby public works related agencies, including, but not limited to, local municipal public works departments, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other governmental entity that performs a public works function in need mutual aid assistance may request aid and assistance in the form of personnel, equipment, materials and/or other associated services as necessary from other public works related agencies. The purpose of this Agreement is to formally document such a program.

SECTION II: DEFINITIONS

The following definitions will apply to the terms appearing in this Agreement.

A. "AGENCY" means any municipal public works agency, township road district, unit road district, county highway departments, publicly-owned water organization and publicly-owned wastewater organization or any other governmental entity that performs a public works function that abides by the provisions as found in this Agreement.

B. "AID AND ASSISTANCE" includes, but is not limited to, personnel, equipment, facilities, services, materials and supplies and any other resources needed to provide mutual aid response.

C. "AUTHORIZED REPRESENTATIVE" means a Party's employee who, by reason of his or her position, has been authorized, in writing by that Party, to request, offer, or provide aid and assistance pursuant to this Agreement. Each Party's initial authorized representative, and the representative's title, is listed on the contact list. If the title of the authorized representative as listed by name on the contact list has changed, such change shall have no effect on the authority of the authorized representative and the named person shall continue to be the authorized representative until a different person is named as the authorized representative in writing by the Party. In the event that the person who is listed as authorized representative is no longer employed by the Party, the successor in the office formerly held by the authorized representative shall automatically become the authorized representative unless the Party indicates otherwise in writing. Each Party's authorized representative shall be responsible to designate someone to supervise that Party's employees who are engaged in the receipt or furnishing of aid and assistance, including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

D. "BOARD OF DIRECTORS" is a group of representatives from the Parties to the IPWMAN Agreement elected to organize and maintain the program. The Board of Directors shall consist of members of the IPWMAN. Qualifications and terms for the Board members shall be defined in the By-Laws of the Illinois Public Works Mutual Aid Network, Inc.

E. "BOARD MEMBER" is a representative of the Association (IPWMAN) serving on the Board of Directors.

F. "DISASTER" means a calamitous incident threatening loss of life or significant loss or damage to property, including, but not limited to flood, winter storm, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made, accidental, military, or paramilitary incident, or biological or health disasters or a natural or manmade incident that is, or is likely to be, beyond the control of the services, personnel, equipment and facilities of a Party that requires assistance under this Mutual Aid and
Assistance Agreement, but must be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.

G. "IPWMAN" is the acronym for the Illinois Public Works Mutual Aid Network.

H. "LOCAL EMERGENCY" is defined as an urgent need requiring immediate action or attention beyond normal capabilities, procedures and scope for aid and assistance by an agency.

I. "MUTUAL AID RESOURCE LIST" means the list of the equipment, personnel and other resources that each Party has available for the provision of aid and assistance to other Parties. This list shall be periodically updated in accordance with the Operational Plan.

J. "NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)" a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private-sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.

K. "PARTY" means an agency which has adopted and executed this Agreement.

L. "PERIOD OF ASSISTANCE" means a specified period of time when a Responding Agency assists a Requesting Agency. The period commences when personnel, equipment, or supplies depart from a Responding Agency’s facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.

M. "RESPONDING AGENCY" means the Party or Agency which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.

N. "REQUESTING AGENCY" means the Party or Agency requesting and receiving aid and assistance from a Responding Agency.

SECTION III: RESPONSIBILITY OF PARTIES

A. PROVISION OF AID. Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party’s own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time, for any reason.

B. RECRUITMENT. The Parties hereby encourage each other to enlist other agencies to adopt and execute this Agreement.

C. AGREEMENT FOR BENEFIT OF PARTIES. All functions and activities performed under this Agreement are for the benefit of the Parties to this Agreement. Accordingly, this Agreement shall not be construed to be for the benefit of any third parties and no third parties shall have any right or cause of action against the Parties to this Agreement.

D. IMMUNITIES. All immunities provided by law to the Parties shall be fully applicable to the Parties providing or receiving aid and assistance pursuant to this Agreement, including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq.

E. MEMBERSHIP. To be a member in good standing, a Party shall be responsible for dues and other obligations as specified in the IPWMAN By-Laws and Operational Plan.
SECTION IV: ANNUAL REVIEW

At a minimum, the Board of Directors shall meet annually at a meeting place designated by the Board of Directors to review and discuss this Agreement and, if applicable, to recommend amendments to this Agreement. The Board of Directors shall have the power and signing authority to carry out the purposes of this Agreement, including but not limited to the power to: adopt by-laws; execute agreements and documents approved by the Board of Directors; develop specific operating plans, procedures and protocol for requesting assistance; organize meetings; operate a website; disseminate information; create informational brochures; create subcommittees; maintain lists of the Parties; maintain equipment and supply inventory lists; and deal with Party issues.

SECTION V: PROCEDURES FOR REQUESTING ASSISTANCE

The Board of Directors will promulgate and regularly update procedures for requesting assistance through the Illinois Public Works Mutual Aid Network (IPWMAN) Operational Plan.

SECTION VI: RESPONDING AGENCY’S ASSESSMENT OF AVAILABILITY OF RESOURCES

The Board of Directors will promulgate and regularly update procedures for responding agency’s assessment of availability of resources through IPWMAN Operational Plan.

SECTION VII: SUPERVISION AND CONTROL

A. DESIGNATION OF RESPONDING AGENCY’S SUPERVISORY PERSONNEL. Responding Agency shall designate a representative who shall serve as the person in charge of coordinating the initial work assigned to the Responding Agency’s employees by the Requesting Agency. The Requesting Agency shall direct and coordinate the work being assigned to the Responding Agency(s) and the Requesting Agency’s employees. All actions shall be consistent with and in accordance with the National Incident Management System (NIMS) and the IPWMAN Operational Plan.

B. RESPONSIBILITIES OF RESPONDING AGENCY’S SUPERVISORY PERSONNEL. The Board of Directors will promulgate and regularly update procedures for Responding Agency’s supervisory personnel through the IPWMAN Operational Plan.

SECTION VIII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

The Board of Directors will promulgate and regularly update procedures for length of time for aid and assistance; renewability; recall through the Illinois Public Works Mutual Aid Network (IPWMAN) Operational Plan.

It is presumed that a Responding Agency’s aid and assistance shall be given for an initial minimum period of twelve (12) hours. Thereafter, assistance shall be extended as the Responding Agency and Requesting Agency shall agree. The twelve (12) hour period shall start when the aid and assistance departs from Responding Agency’s location with the intent of going to Requesting Agency’s location. The aid and assistance shall end when it returns to Responding Agency’s location with the understanding between the Responding Agency and Requesting Agency that provision of aid and assistance is complete.
Responding Agency may recall its aid and assistance at any time at its sole discretion. Responding Agency shall make a good faith effort to give the Requesting Agency as much advance notice of the recall as is practical under the circumstances.

SECTION IX: DOCUMENTATION OF COST & REIMBURSEMENT OF COST

A. PERSONNEL – Responding Agency shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the Responding Agency shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirements, etc.).

B. RESPONDING AGENCY’S TRAVELING EMPLOYEE NEEDS – Responding Agency shall document the basic needs of Responding Agency's traveling employees, such as reasonable lodging and meal expenses of Responding Agency's personnel, including without limitation transportation expenses for travel to and from the stricken area during the period of aid and assistance.

C. EQUIPMENT – Responding Agency shall document the use of its equipment during the period of aid and assistance including without limitation all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and damages directly caused by provision of the aid and assistance.

D. MATERIALS AND SUPPLIES – Responding Agency shall document all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

E. REIMBURSEMENT OF COSTS – Equipment, personnel, materials, supplies and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Agency, unless the aid and assistance is requested for more than five (5) calendar days. If aid and assistance is requested from the State of Illinois to be activated as a State asset, the Responding Agency will be reimbursed for personnel, materials, supplies and equipment from the first day of the response to the event by the State of Illinois. Materials and supplies will be reimbursed at the cost of replacement of the commodity. Personnel will be reimbursed at Responding Agency rates and equipment will be reimbursed at an appropriate equipment rate based upon either pre-existing locally established rates, the Federal Emergency Management Agency Equipment Rate Schedule or that published by the Illinois Department of Transportation. In the event that there is no such appropriate equipment rate as described above, reimbursement shall be at the actual cost incurred by the Responding Agency.

SECTION X: RIGHTS AND PRIVILEGES OF RESPONDING AGENCY’S EMPLOYEES

Whenever Responding Agency's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Responding Agency.
SECTION XI: WORKERS’ COMPENSATION

The Parties agree that Requesting Agency shall be responsible for payment of workers’ compensation benefits owed to Requesting Agency’s employees and that Responding Agency shall be responsible for payment of workers’ compensation benefits owed to Responding Agency’s employees.

SECTION XII: INSURANCE

Each Party shall bear the risk of liability for its agency and its agency’s employees’ acts and omissions and shall determine for itself what amount of insurance it should carry, if any. Each Party understands and agrees that any insurance coverage obtained shall in no way limit that Party’s responsibility under Section XIII of this Agreement to indemnify and hold the other Parties to this Agreement harmless from such liability.

SECTION XIII: INDEMNIFICATION

Each Party hereto agrees to waive all claims against all other Parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a Party hereto or its personnel.

Each Party requesting aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the Party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party provided, however, that all employee benefits, wage and disability payments, pensions, worker’s compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Party rendering aid or its employees shall be the sole and exclusive responsibility of the Party rendering aid; and further provided that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the Party rendering aid. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement.

SECTION XIV: NON-LIABILITY FOR FAILURE TO RENDER AID

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Responding Agency prohibit response. It is the responsibility of the Responding Agency to immediately notify the Requesting Agency of the Responding Agency's inability to respond; however, failure to immediately notify the Requesting Agency of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.
SECTION XV: NOTICE OF CLAIM OR SUIT

Each Party who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties of this Agreement shall provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

SECTION XVI: AMENDMENTS

Proposed amendments to this Agreement shall be submitted to the Board of Directors. Amendments shall be approved by majority vote of the Board of Directors.

SECTION XVII: ADDITIONAL PARTIES

Additional agencies may become Parties to this Agreement, provided that such agencies:

1. Approve and execute this Agreement.
2. Provide a fully executed copy of this Agreement to the Board of Directors.
3. Provide the name and title of an authorized representative to the Board of Directors.
4. Annually provide a list of mutual aid resources to its local accredited/certified Emergency Management Agency. If requested, the agency may need to assist its local accredited/certified Emergency Management Coordinator with data entry of its mutual aid resources into a web-based format (NIMS Source).

Upon submission of the items enumerated above to the Board of Directors and receipt of acknowledgement from the Board of Directors, the submitting agency shall be regarded as a Party to the Agreement.

SECTION XVIII: NOTICES

Notices and requests as provided herein shall be deemed given as of the date the notices are deposited, by First Class Mail, addressed to the Board of Directors who will notify each of the Parties’ representatives.

SECTION XIX: INITIAL TERM OF AGREEMENT; RENEWAL; TERMINATION

The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement. Any Party may withdraw from this Agreement at any time by giving written notification to the Board of Directors. The notice shall not be effective until ninety (90) days after the notice has been served upon the Board of Directors by First Class mail. A Party’s withdrawal from this Agreement shall not affect that Party’s liability or obligation incurred under this Agreement prior to the date of withdrawal. This Agreement shall continue in force and effect as to all other Parties until such time as a Party withdraws. Failure to adopt any amended agreement within ninety (90) days of said amended agreement will signify a Party’s withdrawal from the Agreement.
SECTION XX: HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

SECTION XXI: SEVERABILITY

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the Parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

SECTION XXII: EFFECTIVE DATE

This Agreement shall be effective on the date of the acknowledgement letter sent by the Board of Directors.

SECTION XXIII: WAIVER

Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

SECTION XXIV: EXECUTION OF COUNTERPARTS

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION XXV: PRIOR IPWMAN AGREEMENTS

To the extent that provisions of prior IPWMAN Agreements between signatories to this Agreement are inconsistent with this Agreement, all prior agreements for mutual aid and assistance between the Parties hereto are suspended.

SECTION XXVI: PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-Party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.
NOW, THEREFORE, each of the Parties have caused this IPWMAN Mutual Aid Agreement to be executed by its duly authorized representative who has signed this Agreement as of the date set forth below.

Approved and executed this ______ day of ____________, 20__.  

For the Agency  
By: ____________________________  
Attest: ____________________________  

APPROVED (as to form):  
By: ____________________________  

On behalf of the Illinois Public Works Mutual Aid Network  
Approved and executed this ____________ day of ____________, 20__.  
By: ____________________________  
President of IPWMAN Board of Directors  
Attest: ____________________________  
IPWMAN Secretary/Treasurer  

Approved by the IPWMAN Interim Board of Directors on September 17, 2008. Amended by the IPWMAN Interim Board of Directors on August 19, 2009. Amended by the IPWMAN Board of Directors on June 16, 2010.