



City of
Edwardsville
Third Oldest City in Illinois

**PUBLIC SAFETY COMMITTEE AGENDA
118 HILLSBORO AVENUE
EDWARDSVILLE, IL 62025**

**TUESDAY, NOVEMBER 30, 2021
5:30 P.M.**

Janet Stack, Chair Committee Members
Jennifer Warren Chris Farrar

Call to Order

Roll (Quorum)

Public Comment:

Approval of Minutes:

- Approval of Public Safety Committee minutes held Tuesday, October 26, 2021.

Police Department:

Informational Item(s):

- Personnel Update
- Holiday Shopping Safety Tips

Fire Department:

Action Item(s):

- A Resolution Approving an Amended Intergovernmental Cooperation Agreement with the Glen Carbon Fire Protection District for Automatic Mutual Aid
- Resolution Approving a Memorandum of Understanding for the 2021 Regional Assistance to Firefighters Grant
- Resolution authorizing budgeting for cost share of 2021 FEMA Assistance To Firefighters grant

Old Business:

New Business:

Discussion Item(s):

- Stop signs at Lindley Avenue and Chapman Street
- Discussion about lowering the speed on Interstate 55 south bound prior to Illinois Route 143
- Review data from Police and Fire of any issues that may warrant further investigation

Next Meeting Date: Tuesday, December 14, 2021 at 5:30 p.m. held at City Hall, located at 118 Hillsboro Avenue, Edwardsville, IL 62025

If prospective attendees require an interpreter or other access accommodation, please contact the Edwardsville City Clerk's office at 618-692-7500 no later than 48 hours prior to the commencement of the meeting to arrange the accommodations.

Public Safety Committee

Meeting Minutes

October 26, 2021

Members Present: Alderwoman Janet Stack
Alderman Chris Farrar
Alderwoman Jennifer Warren

Other Present: James Whiteford, Fire Chief
Mike Fillback, Director of Police Department
Jeanne Wojcieszak, Director of Finance
Anna Roseman, Fire Department

The Edwardsville Public Safety Committee meeting was called to order by Alderwoman Janet Stack at 5:30 p.m. in the Governor Edwards Conference Room, 118 Hillsboro Avenue, with a quorum present: Alderwoman Janet Stack, Alderman Chris Farrar and Alderwoman Jennifer Warren.

Public Comment: None

Approval of Minutes:

- Motion by Alderwoman Stack, second by Alderman Farrar to approve minutes from the Public Safety Committee meeting held Tuesday, October 12, 2021. Motion carried with Stack, Farrar and Warren voting aye.

Police Department:

Informational Item(s):

- *Fatal Shooting of a Pontoon Beach Police Officer*
Pontoon Beach Police Officer was shot and killed today. Edwardsville Police Department (EPD) assisted and will continue to assist Pontoon Beach Police Department.
- *Swearing-In and Recognition at City Council*
At the Edwardsville City Council on November 16, 2021 Officer Whalen will be sworn-in and a couple of Edwardsville's citizens and police officers will be recognized for a few events.
- *No Shave November*
Every year EPD participates in No Shave November for a local Madison County child advisee center. Family and friends donates to a charity of the officer's choice.

Fire Department:

Action Item(s):

- *Resolution for Sole Source Purchase of Whelen Vortex R4 Outdoor Warning Siren with Pole*
A distribution study was conducted of the Edwardsville warning sirens and it was determined that a warning siren is needed on the east side of town by the new Plummer Family Park. The outdoor warning siren is over the budgeted amount due to

the increase cost of materials. The additional \$8,675.00 will come from the Capital Equipment Fund.

Motion by Alderwoman Stack, second by Alderman Farrar for an approval of a Resolution for Sole Source Purchase of Whelen Vortex R4 Outdoor Warning Siren with Pole with a Total Cost of \$48,675.00. Motion carried with Stack, Farrar and Warren voting aye.

- *Resolution for Sole Source Purchase of Stryker MTS Power Load*

This Stryker power load is retrofitted for an existing ambulance. The goal is to get the whole fleet outfitted with a power load over the next couple of years. The cost for this purchase is under the budgeted amount.

Motion by Alderwoman Stack, second by Alderwoman Warren for an approval of a Resolution for Sole Source Purchase of Stryker MTS Power Load with a Total Cost not to exceed \$26,000.00. Motion carried with Stack, Farrar and Warren voting aye.

- *Resolution for Sole Source Purchase of 2 Motorola APX 8500 Mobile Radios*

These mobile radios are vehicle mounted. The current mobile radios are outdated and have been budgeted for replacement in Edwardsville Fire Department (EFD) 5-year capital budget plan. The mobile radios are over the budgeted amount due to an increased cost of materials by \$1,288.92. The additional cost for this purchase will be taken from the Fire Equipment Repair and Maintenance line in the Fire Department's budget.

Motion by Alderwoman Stack, second by Alderwoman Warren for an approval of a Resolution for Sole Source Purchase of 2 Motorola APX 8500 Mobile Radios with a Total Cost not to exceed \$13,488.92. Motion carried with Stack, Farrar and Warren voting aye.

Old Business:

Informational Item(s):

- *Door-to-Door Solicitors*

There have been issues with door-to-door solicitors knocking on doors in the evening hours after dark. A request was made by Alderwoman Stack to see if the hours can be changed in the ordinance.

- *Student Housing Follow-up*

The Police Department has been receiving fewer calls to the student housing (AXIS Edwardsville, The Reserves, Enclave Student Living and Greenhill Apartments). The Fire Department will follow-up with AXIS to verify emergency access to the apartments has been resolved.

New Business: NONE

The next regular scheduled meeting of the Public Safety Committee is Tuesday, November 9, 2021, at 5:30 p.m. at City Hall.

Motion to adjourn by Alderwoman Stack, second by Alderman Farrar. With no further business at hand the meeting was adjourned at 5:53 p.m. Motion carried with Stack, Farrar and Warren voting aye.

Janet Stack, Chair

Minutes prepared by: Anna Roseman, Fire Department

Approved Signature: /s/ Janet Stack, by staff liaison_____

Approved Date: _____

DATE: 11-30-2021



ACTION ITEM TITLE: A RESOLUTION APPROVING AN AMENDED INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE GLEN CARBON FIRE PROTECTION DISTRICT FOR AUTOMATIC MUTUAL AID

ORIGIN: FIRE DEPARTMENT

SUMMARY:

This is an amendment to the previously passed intergovernmental cooperation agreement with Glen Carbon Fire Protection District. This amendment includes four additional sections detailing rights and responsibilities of the parties involved.

RATIONALE:

The parties involved in the agreement wanted to add additional protections to the agreement. There are no significant changes to the terms of the mutual aid response, termination of the agreement, or frequency of expected responses.

COMPLIANCE WITH COMPREHENSIVE PLAN OR OTHER PLAN:

N/A

SUGGESTED COUNCIL ACTION:

Approval

Resolution No. _____

A RESOLUTION APPROVING AN AMENDED INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE GLEN CARBON FIRE PROTECTION DISTRICT FOR AUTOMATIC MUTUAL AID

WHEREAS, the City of Edwardsville ("City") is a Home Rule municipality by virtue of the provisions of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Glen Carbon Fire Protection District ("GCFPD") is a special district established pursuant to the Fire Protection District Act under 70 ILCS 705/1 et seq.; and

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, units of local government, such as the City and GCFPD, may contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., any power, privilege, function, or authority exercised by a public agency, including the City and the GCFPD, may be exercised, combined, transferred, and enjoyed jointly with any other public agency to the extent not prohibited by law; and

WHEREAS, the Corporate Authorities of the City deem it to be in the public interest to enter into an amended intergovernmental mutual aid agreement with the GCFPD in substantially the form attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDWARDSVILLE that:

The City of Edwardsville City Council has reviewed and hereby approves an amended Intergovernmental Cooperation Mutual Aid Agreement with the Glen Carbon Fire Protection District.

PASSED BY THE CITY COUNCIL OF THE CITY OF EDWARDSVILLE, ILLINOIS, this _____ day of _____, 2021, pursuant to a roll call vote as follows:

AYES:

NAYES:

ABSTENTIONS:

ABSENT:

APPROVED BY THE MAYOR OF THE CITY OF EDWARDSVILLE, ILLINOIS, this _____ day of _____, 2021.

Art Risavy, Mayor

ATTEST:

Michelle Boyer, City Clerk

AUTOMATIC MUTUAL AID Agreement

THIS AGREEMENT dated this 31 of August 2021, by and between, GLEN CARBON FIRE PROTECTION DISTRICT a municipal corporation organized and existing under the laws of the State of Illinois, hereinafter referred to as the "District", and the CITY OF EDWARDSVILLE, a municipal corporation organized and existing under the laws of the State of Illinois, hereinafter referred to as the "City",

WITNESSETH:

WHEREAS, the District and the City have available firefighting personnel, fire trucks, fire hose, fire ladders and other firefighting equipment located within the corporate limits of each entity; and

WHEREAS, the District and the City have the power, duty and obligation to provide adequate protection from fire for all persons and property within the District and City, and each desires to enter an agreement with the other for assistance in providing manpower and equipment;

WHEREAS 70 ILCS 705/1 et seq. authorizes an agreement of this nature between the District and the City, and the provisions of the Intergovernmental Cooperation Act, S ILCS 220/1, provide further authority to do so: and

WHEREAS the District and the City desire to furnish fire protection in the form of mutual aid to each other, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS:

- (a) Stricken Department: The Department receiving aid in the event of an emergency.
- (b) Aiding Department: The Department furnishing apparatus, equipment, personnel and/or services to the Stricken Department.
- (c) Emergency: An occurrence or condition involving a structure or vehicle, be it a reported event or alarm system activation.
- (d) Structure Fire: Any incident that is reported as a fire involving a structure, or any incident reported inside or outside of a structure that could cause the structure to become involved.
- (e) Automatic Fire Alarm: Any interior device that is designed to detect fire and relay a signal to indicate a fire condition to a central station that subsequently reports the alarm activation to the PSAP.
- (f) Automatic Aid: The dispatch of an Aiding Department to a Stricken Department automatically upon receipt of a structure fire or automatic alarm. A minimum of three (3) personnel will respond on a fire apparatus. If personnel or apparatus of the Aiding Department is not available, the Stricken Department shall be notified that no assistance can be given at that time.

2. DISPATCHING AND COMMUNICATIONS:

- (a) Edwardsville Aiding Glen Carbon: The Dispatch Center will dispatch the Glen Carbon Fire Department and then contact the City of Edwardsville dispatch. Responding Edwardsville units will switch to Glen Carbon Main (talk group) to report their response to incident.
- (b) Glen Carbon Fire Department Aiding Edwardsville: The City of Edwardsville Dispatch Center will dispatch the Edwardsville Fire Department and then contact the Glen Carbon Dispatch Center to dispatch the Glen Carbon Fire Department. Responding Glen Carbon units will switch to Edwardsville Main (talk group) to report their response to incident.

3. LOCATION:

- (a) TO GLEN CARBON: area of coverage is North of 270 for all calls meeting criteria of below.

CRITERIA: The following criteria will be used to determine the need for Automatic Aid. Upon the report of any of the following, Edwardsville Fire Department should be dispatched.

Structure fires (houses, apartments, commercial buildings, garages)
ii Uncontained kitchen fires (fires not contained to oven or pan) iii Shed or accessory building fires with exposures Iv Vehicle fire with exposures v Smoke showing from a residence or commercial building vi Commercial fire alarms vii When in doubt, page both departments

- (b) TO EDWARDSVILLE: area of coverage is entire district for all calls meeting criteria below.

CRITERIA: The following criteria will be used to determine the need for Automatic Aid. Upon the report of any of the following, Glen Carbon Fire Department should be dispatched.

Structure fires (houses, apartments, commercial buildings, garages)
ii Uncontained kitchen fires (fires not contained to oven or pan) iii Shed or accessory building fires with exposures iv Vehicle fire with exposures v Smoke showing from a residence or commercial building vi When in doubt, page both departments

- 4. CANCELLATION OF THE AUTOMATIC AID: Upon determination by the Stricken Department that assistance is not required, the incident commander shall cancel and/or return the Aiding Department as soon as possible.
- 5. TRAINING: Each Department will be responsible for familiarization with all areas of response. Interdepartmental training will be conducted a minimum of four (4) times per year.
- 6. CANCELLATION OF AUTOMATIC MUTUAL AID AGREEMENT: In the event that one party wishes to terminate this Agreement, it must notify the other party by registered mail sixty (60) days prior to the date that the Agreement is to be terminated.
- 7. AUTHORITY OVER PERSONNEL AND EQUIPMENT. Personnel dispatched to aid a party pursuant to this Agreement shall remain agents or

employees of the Aiding Department. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Fire Chief or Senior Officer of the Stricken Department or the incident commander. as the case may be. The foregoing notwithstanding, the party rendering aid shall at all times have the right to withdraw any and all aid upon the order of its Fire Chief or the Fire Chief's designee for good cause; provided, however, that the party withdrawing such aid shall first notify the Fire Chief or Senior Officer of the party requesting aid of the withdrawal of such aid and the extent of such withdrawal. Any decision to withdraw shall take into account the safety of all affected by the emergency.

8. RIGHT OF RECOVERY/NO CLAIM AGAINST OTHER PARTY. Nothing herein shall operate to bar any recovery of funds from any state or federal agency or any third party under any existing statutes or ordinances for services rendered or materials or equipment furnished in connection with the rendering of mutual aid under this Agreement. To the extent that services are rendered to a nonresident and to the extent that the parties have in effect an ordinance or resolution establishing fees for services to nonresidents, either party may make such charges and collect same based upon equipment, personnel, and expendables supplied by the party. Neither party will, however, make any claim against the other party to this Agreement for mutual aid service rendered to the other party pursuant to the provisions of this Agreement.
9. INSURANCE AND LIABILITY: Each party agrees to provide and maintain general public liability insurance coverage and workers' compensation insurance coverage at all times during the term of this Agreement, which will ensure that party against claims and losses arising from operations pursuant to this agreement. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel in connection with the provision of mutual aid under this Agreement. The obligations of this Section may be satisfied by a party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state with jurisdiction. Either party may require that copies or other evidence of compliance with the provisions of this Section be provided. Upon request, a party shall provide such evidence of such insurance coverage to the other party, and each party agrees to submit to its insurance carrier a copy of this Agreement following its execution and to obtain the carrier's verification of the applicability of the party's insurance coverage to the party's provision of mutual aid under this Agreement.
10. 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 Aiding Department make a response to a request for mutual aid imprudent. It is the responsibility of the Aiding Department to immediately notify the Stricken Department of the Aiding Department's inability to respond, however, failure to immediately notify the Stricken Department of such inability to respond shall not constitute evidence of

noncompliance with the terms of this section and no liability may be asserted based on such noncompliance. No liability of either party to the other party or to any third party of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto or its duly authorized agents and personnel, for failure or refusal to render aid, nor shall there be any liability asserted against a party based on the mutual aid provided hereunder or for the withdrawal of aid once it has been provided pursuant to the terms of this Agreement.

11. GENERAL TERMS. This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party hereto, provided, however, that this Agreement may not be assigned by a party without prior written consent of the parties hereto. This Agreement shall be governed by and construed under the laws of the State of Illinois. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable, and this Agreement may be enforced with that provision severed or modified by court order. This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document. This Agreement shall supersede and replace any previous mutual aid agreement between the parties, however, it shall not supersede any other mutual aid agreement, such as the Mutual Aid Box Alarm System (MABAS), and in the event that either party is a party to MABAS, the MABAS procedures and protocols shall supersede the provisions of this Agreement, but only to the extent that such provisions are inconsistent.

12. This Agreement is adopted by the Glen Carbon Fire Protection District at its meeting on August 31, 2021 and by the City of Edwardsville at its meeting on, _____, 2021.

IN WITNESS WHEREOF, said parties have executed into this AUTOMATIC MUTUAL AID Agreement by their respective officers duly authorized to execute same in their behalf, in consideration of the automatic aid promises and covenants set forth herein and in recognition of the mutual benefits to the GLEN CARBON FIRE PROTECTION DISTRICT and the CITY OF EDWARDSVILLE FIRE DEPARTMENT.

Glen Carbon Fire Protection
District By:

Luke Harris, President

Glen Carbon Fire Protection
District By:

Jason Whitaker, Fire Chief

ATTEST by:

Chris Otto, Secretary

City of Edwardsville By:

Art Risavy, Mayor

By:

Michelle Boyer, City Clerk

Edwardsville Fire Department

By:

James Whiteford, Fire Chief



City of
Edwardsville
Third Oldest City in Illinois

DATE: December 7, 2021

ACTION ITEM TITLE: A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING FOR THE 2021 REGIONAL ASSISTANCE TO FIREFIGHTERS GRANT

ORIGIN: Fire Department

SUMMARY:

This resolution requests approval to enter into a memorandum of understanding with five partner fire departments for the purpose of submitting a regional application for the 2021 Assistance to Firefighters Grant (AFG). Partner fire departments include East Alton Fire Department, Long Lake Fire Department, Mitchell Fire Protection District, Rosewood Heights Fire Protection District, and Wood River Fire Department.

RATIONALE:

The 2021 AFG has been funded with 419 million dollars to assist fire departments across the nation improve firefighter safety and lifesaving equipment. The AFG gives priority to regional projects that enhance interoperability between local fire departments. Working together with partner fire departments to purchase similar equipment through a regional grant application should improve chances of receiving a grant award.

The regional AFG application requires all partners in the grant to have an approved memorandum of understanding defining the responsibilities of the partners. This resolution provides approval to enter into that memorandum of understanding with the regional grant partners.

COMPLIANCE WITH COMPREHENSIVE PLAN OR OTHER PLAN:

N/A

SUGGESTED COUNCIL ACTION:

Pass on first reading to facilitate grant application deadline

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING FOR THE 2021 REGIONAL ASSISTANCE TO FIREFIGHTERS GRANT

WHEREAS, the City of Edwardsville operates a full service Fire Department; and

WHEREAS, the Fire Department must maintain breathing apparatus in order to engage in interior firefighting; and

WHEREAS, a thirty-two (32) breathing apparatus will soon require replacement; and

WHEREAS, the 2021 federal Assistance to Firefighters Grant (AFG) is now open and receiving applications until 12/17/2021; and

WHEREAS, regional grant awards are given priority over local grants; and

WHEREAS, five (5) neighboring fire departments including East Alton Fire Department, Long Lake Fire Department, Mitchell Fire Protection District, Rosewood Heights Fire Protection District, and Wood River Fire Department are entering into a regional AFG breathing apparatus grant along with the Edwardsville Fire Department; and

WHEREAS, the Regional AFG grant application requires a memorandum of understanding between partner fire departments;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDWARDSVILLE that:

The City of Edwardsville City Council has approved the memorandum of understanding with East Alton Fire Department, Long Lake Fire Department, Mitchell Fire Protection District, Rosewood Heights Fire Protection District, and Wood River Fire Department for the purpose of applying for 2021 regional Assistance to Firefighters Grant.

THIS RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF EDWARDSVILLE, MADISON COUNTY, ILLINOIS, AND APPROVED BY THE MAYOR OF SAID CITY THIS _____ DAY OF _____, 2021.

Art Risavy, Mayor

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

ATTEST: _____

Michelle Boyer, City Clerk, City of Edwardsville, Madison County, Illinois this _____ day of _____, 2021.

**MEMORANDUM OF UNDERSTANDING
FEMA ASSISTANCE TO FIREFIGHTERS GRANT
2021 REGIONAL GRANT APPLICATION**

This Memorandum of Understanding (“MOU”) sets forth the terms and understanding by and between the Parties identified below regarding applying for and administering a regional FEMA Assistance to Firefighters Grant. This MOU is being entered into by and between the following listed participants (hereinafter referred to collectively as the “Parties” or individually as a “Party”):

- Edwardsville Fire Department, whose address is: 333 South Main Street, Edwardsville, IL 62025 – EIN: 37-6001409
- East Alton Fire Department, whose address is: 209 North Shamrock St, East Alton, IL 62024 – EIN: 37-6001406
- Long Lake Fire Department, whose address is: 4113 Pontoon Rd, Pontoon Beach, 62040 – EIN: 37-6039638
- Mitchell Fire Protection District, whose address is: 213 E Chain of Rocks Rd, Mitchell, IL 62040 – EIN: 37-6153737
- Rosewood Heights Fire Protection District, whose address is: 45 East Airline Dr., East Alton, 62024 – EIN: 37-6048665
- Wood River Fire Department, whose address is: 111 N Wood River Ave, Wood River, IL 62095 – EIN: 37-6001454

WHEREAS, the Parties, through the chiefs of their respective fire departments, have formed a working committee and developed a course of action to apply for and administer a regional grant under the Department of Homeland Security (“DHS”) Federal Emergency Management Agency’s (“FEMA”) 2021 Assistance to Firefighters Grant Program (“AFG”); and

WHEREAS, the Parties have been identified as eligible jurisdictions able to collectively implement the objectives and goals of the AFG program; and

WHEREAS, Edwardsville Fire Department has been selected, through this MOU, to be the Host Agency to prepare and file a 2021 regional AFG application (the “Application”) on behalf of the Parties, to administer the potential 2021 regional AFG program award, and to procure and disburse all equipment purchased under the AFG program award in the event of approval;

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the Parties agree as follows:

PURPOSE

This MOU establishes the relationship between the Parties in a Regional 2021 Assistance to Firefighters Grant Program grant award, in the event of approval of the Application.

RESPONSIBILITIES

1. Edwardsville Fire Department will serve as the Host Agency to submit the Application and serve as grant administrator for the Parties in the event of approval.
2. Pursuant to the AFG program guidelines, all items approved under the Application will be procured and administered through Edwardsville Fire Department in the event of approval of the Application.
3. Edwardsville Fire Department agrees, as the host agency, to provide accountability for the assets acquired under the regional AFG award and provide reporting requirement deliverables. As such, the Parties agree to provide Edwardsville Fire Department with this information on a timely basis to remain in compliance with the requirements of the grant.
4. The grant application is for a 90% / 10% matching grant. The Parties agree to provide a required cash match in the amount of 10% of the total cost of their requested items as detailed in the Application as required under the regional AFG program guidelines. The required match shall be paid by the Parties within thirty (30) days after receipt of an invoice from Edwardsville Fire Department, in advance of equipment procurement.
5. In the event of a reduced award, the Parties agree to accept this reduced amount and provide a 10% cash match on the total reduced award amount of their approved items.
6. All Parties certify they are in compliance with AFG Program requirements, including being current with past grants, closeouts, and other reporting requirements.
7. The Parties agree to accept the 2021 regional AFG program award and accept their respective equipment as listed in the Application in the event of approval.
8. The Parties agree to allow Edwardsville Fire Department to procure and distribute their respective assets, if awarded under the regional AFG program.

DISTRIBUTION

9. The grant award to each Party will be distributed as shown on the attached Schedule "A".
10. Any expenditure beyond the grant award for a Party's approved item(s) remains the sole responsibility of that Party. Each Party will be required to have annual service testing conducted on each SCBA purchased under the terms of the grant for a period of at least three years. This will occur at their expense. These records shall be forwarded to Edwardsville Fire Department to ensure proper records are maintained. Should any equipment need to be repaired or taken out of service during the first three years of service, the equipment shall be repaired at the department's expense and all records forwarded to the Edwardsville Fire Department.

PROJECT INVOLVMENT

11. The Parties agree to promptly provide any additional documentation to Edwardsville Fire Department, as requested, that may be necessary in connection with the grant.
12. The Parties agree to promptly return to Edwardsville Fire Department any equipment or deliverables that are received in error.
13. The Parties will implement this potential collaboration during the three (3) year period commencing on the effective date of the potential grant award plus any potential grant extension period and grant close-out period. Unless renewed by the Parties, this MOU will expire at the end of the grant period, including the close-out period.
14. The Parties agree to comply with the Fiscal Year 2021 Department of Homeland Security Standard Terms and Conditions incorporated into this MOU by this reference.
15. Authority - Each Party hereby warrants and represents that it has full power and authority to enter into and perform this MOU, and that the person signing on behalf of each has been properly authorized and empowered to enter this MOU.
16. Termination – This MOU will be difficult to terminate once the grant has been accepted so due consideration should be taken prior to signing the MOU. If an agency wishes to terminate prior to accepting the grant then the grant could be modified for that agency to be removed. However, after the grant has been accepted it will be difficult and would depend on the restrictions enforced by FEMA. If an agency wishes to withdraw from the MOU then written notification must be given to all agencies immediately for consideration due to timing constraints. The Host Agency will have final decision in modifications to the MOU and grant.
17. Hold Harmless – Each party to this Agreement shall protect, indemnify, and hold harmless every other party and their officers agents, and employees from and against any and all

claims, costs, an/or issues whatsoever arising from actions by such party and/or its subcontractors pursuant to this MOU. Each party shall defend at its own expense any and all claims, demands, Suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought forth and arising out of or incident to such party's execution of, performance of or failure to perform this MOU.

18. Severability - If a section, subsection, sentence clause or phrase of this agreement is, for any reason, found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decisions shall not affect the validity of the remaining portions.
19. Entire Agreement - This MOU constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modifications or amendments of this MOU shall be valid or effective unless evidenced by an agreement in writing signed by all parties.
20. Compliance with Regulations and Laws - The parties shall comply with all applicable laws, rules and regulations pertaining to them in connection with the matters covered herein. This MOU shall be deemed to be made and construed in accordance with the laws of the State of Illinois. Jurisdiction and venue for any action arising out this MOU shall be in Madison County, Illinois.

[The remainder of this page is left blank intentionally]

[The following pages are the signature pages]

IN WITNESS WHEREOF, the Parties have executed this MOU under hand seal, as of this

_____ day of _____, 2021.

EDWARDSVILLE FIRE DEPARTMENT

By: _____
James Whiteford
Edwardsville Fire Chief

Attest: _____
Art Risavy
City of Edwardsville Mayor

(SEAL)

[Signatures continued on following pages]

[Signature page continued]

EAST ALTON FIRE DEPARTMENT

_____ day of _____, 2021

By: _____

Timothy Quigley
East Alton Fire Chief

Attest: _____

Printed Name: _____

Mayor
Joe Silkwood

(SEAL)

[Signatures continued on following pages]

[Signature page continued]

LONG LAKE FIRE DEPARTMENT

_____ day of _____, 2021

By: _____

Terry Kreher
Long Lake Fire Chief

Attest: _____

Printed Name: _____

Alan Naney
Fire Department President

(SEAL)

[Signatures continued on following pages]

[Signature page continued]

MITCHELL FIRE PROTECTION DISTRICT

_____ day of _____, 2021

By: _____

Joe Lee
Mitchell Fire Chief

Attest: _____

Printed Name: _____

Gene Copper
Mitchell Fire District President

(SEAL)

[Signatures continued on following pages]

[Signature page continued]

ROSEWOOD HEIGHTS FIRE PROTECTION DISTRICT

_____ day of _____, 2021

By: _____

Tim Bunt
Rosewood Heights Fire Chief

Attest: _____

Printed Name: _____

Corey Williams
President of District Trustees

(SEAL)

[Signatures continued on following pages]

[Signature page continued]

WOOD RIVER FIRE DEPARTMENT

_____ day of _____, 2021

By: _____

Wade Stahlhut
Wood River Fire Chief

Attest: _____

Printed Name: _____

Jim Schneider
City Manager

(SEAL)

[End Document]



City of
Edwardsville
Third Oldest City in Illinois

DATE: November 30, 2021

**ACTION ITEM TITLE: RESOLUTION
AUTHORIZING BUDGETING FOR COST
SHARE OF 2021 FEMA ASSISTANCE TO
FIREFIGHTERS GRANT**

ORIGIN: Fire Department

SUMMARY:

Approval to budget in FY 22-23 for the local cost share for the federal Assistance to Firefighters Grant (AFG) for replacement of aging fire department equipment, including thirty-two 32 self-contained breathing apparatus and three automated CPR devices. Budgeting for the local cost share is \$33,300.

RATIONALE:

The 2021 AFG has been funded with 414 million dollars for assisting fire departments across the nation to improve firefighter safety and lifesaving equipment. The AFG is 90% -10% federal, local cost share grant. Our local FY 22-23 budget will need funding to support the 10% local cost share should the grant be awarded. This funding can be budgeted through the Capital Equipment line item or the General Fund.

COMPLIANCE WITH COMPREHENSIVE PLAN OR OTHER PLAN:

N/A

SUGGESTED COUNCIL ACTION:

Pass on first reading to facilitate grant application deadline

**RESOLUTION AUTHORIZING BUDGETING FOR COST SHARE OF 2021
FEMA ASSISTANCE TO FIREFIGHTERS GRANT**

WHEREAS, the City of Edwardsville operates a full service Fire and EMS Department;
and

WHEREAS, the Fire Department must maintain breathing apparatus in order to engage
in interior firefighting and uses automated CPR devices to assist with lifesaving
intervention of patients in cardiac arrest; and

WHEREAS, a thirty-two (32) breathing apparatus will soon require replacement; and

WHEREAS, three (3) automated CPR devices will soon require replacement; and

WHEREAS, the federal Assistance to Firefighters Grant (AFG) is now open and
receiving applications until 12/17/2021; and

WHEREAS, the cost of replacement for the equipment is an estimated \$333,000; and

WHEREAS, the local cost share of the grant is 10% or \$33,300, which will need to be
budgeted in the coming FY 22-23 to facilitate execution of the grant should it be
awarded; and

WHEREAS, the purchase of these tools can be budgeted in the Capital Equipment line
item or in the General Fund;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF EDWARDSVILLE that:**

The City of Edwardsville City Council has approved budgeting \$33,300 in Fiscal Year
22-23 for the local cost share of a federal AFG grant to replace thirty-two (32) breathing
apparatus and three (3) automated CPR devices.

THIS RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF
EDWARDSVILLE, MADISON COUNTY, ILLINOIS, AND APPROVED BY THE
MAYOR OF SAID CITY THIS _____ DAY OF _____, 2021.

Art Risavy, Mayor

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

ATTEST: _____

Michelle Boyer, City Clerk, City of Edwardsville, Madison County, Illinois this _____
day of _____, 2021.