

RESOLUTION 080216

**A RESOLUTION APPROVING THE MUTUAL AID AGREEMENT BETWEEN
HANOVER TOWNSHIP AND THE FOX RIVER & COUNTRYSIDE FIRE/RESCUE
DISTRICT**

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 matter not prohibited by law or ordinance; and,

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS220/1 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 Supervisor and Board of Trustees of Hanover Township, Cook County, Illinois, recognize that certain natural and man-made occurrences may result in emergencies or disasters that exceed the resources, personnel, and/or equipment of Hanover Township; and

WHEREAS, the Supervisor and the Board of Trustees of Hanover Township, Cook County, Illinois, have determined that it is in the best interests of Hanover Township and its residents to enter into an intergovernmental agreement to secure to each the benefits of mutual aid in the protection of life and property from an emergency or disaster, and to provide for

emergency or disaster. The principal objective of this Mutual Aid Agreement is the response to and recovery from any emergency or disaster and the return of the communities party to this Agreement to normal functioning as quickly as possible.

NOW THEREFORE BE IT RESOLVED by the Supervisor and the Board of Trustees of Hanover Township (the "Board"), Cook County, Illinois, as follows:

SECTION ONE: That the Mutual Aid Agreement with the Fox River & Countryside Fire/Rescue District for mutual aid in the event of natural or man-made disasters or emergencies, a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: The Township Supervisor and the Township Clerk of Hanover Township are authorized to sign and attest, respectively, to this Agreement on behalf of Hanover Township.

SECTION THREE: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE: *Supervisor McGuire and Trustees Benoit,
Emick and Lick*

AYES: 4

NAYS: 0

ABSENT: 1 *Trustee Caranelli*

PASSED: August 2, 2016

APPROVED: August 2, 2016

Brian P. McGuire

Brian P. McGuire, Township Supervisor

ATTEST:
Katy Dolan Baumer

Katy Dolan Baumer, Township Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Township Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete and exact copy of resolution 080216, enacted on August 2, 2016, and approved on August 2, 2016, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer

Katy Dolan Baumer, Township Clerk

*5/18/2016
5/18/2016*



To: Katy Dolan Baumer, Hanover township Clerk

From: William T. Burke, Director W.B.

Date: August 24, 2016

Subject: Original Copy of the Mutual Aid Agreement between Hanover Township and the Fox River Fire Protection District

Attached is the Township's original copy of the Mutual Aid agreement with the Fox River Fire Protection District, I have been advised to forward this document to your office.

**MUTUAL AID AGREEMENT
BETWEEN HANOVER TOWNSHIP AND
FOX RIVER & COUNTRYSIDE FIRE/RESCUE DISTRICT**

This Agreement, made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Jurisdiction(s)"), that have approved this Agreement and adopted the same in manner as provided by law, and are hereafter listed at the end of this Agreement.

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, ILCS 220/5, provides that 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 such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Illinois Emergency Management Act (20 ILCS 3305/13 as amended) authorizes the Emergency Management Coordinator of a political subdivision to develop mutual aid agreements between political subdivisions and taxing districts for reciprocal disaster response and recovery assistance; and

WHEREAS, the Jurisdictions signing this Agreement hereto, have determined that it is in their best interests to enter into this Agreement and to secure to each the benefits of mutual aid in emergency management operations, and for the coordination and support of emergency response efforts and recovery, and for the protection of life and property from an emergency and/or disaster, or special event; and

WHEREAS, in order to effectuate the benefits of mutual aid in emergency management operations, the Jurisdiction(s) party to this Agreement have determined that it is in their best interests to enter into this Agreement and to secure to each the benefits of mutual aid in emergency management operations, and for the coordination and support of emergency response efforts and recovery, and for the protection of life and property from an emergency and/or disaster.

NOW THEREFORE, in consideration of the foregoing recitals, the Jurisdictions participating in this Local Emergency Management Mutual Aid Agreement, and the Covenants contained herein, the adequacy and sufficiency of which is hereby acknowledged by the Jurisdiction(s), **THE JURISDICTIONS HERETO AGREE AS FOLLOWS:**

SECTION ONE

Purpose

The purpose of this Agreement is to provide disaster response assistance to the Jurisdictions party to this Agreement during disasters and special events when a Stricken Jurisdiction's resources are insufficient to meet the disaster response needs of the Stricken Jurisdiction. As such, it is recognized and acknowledged that in certain situations, such as, but not limited to emergencies and disasters, the use of a Jurisdiction's personnel and equipment to perform functions outside of the territorial limits of the Jurisdiction is desirable and necessary to

preserve and protect the health, safety, and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of an Aiding Jurisdictions' personnel and equipment to perform functions within the territorial limits of a Stricken Jurisdiction is desirable and necessary to preserve and protect the health, safety, and welfare of the public. Finally, it is acknowledged that coordination of mutual aid through the Jurisdictions party to this Agreement is desirable for the effective and efficient provision of mutual aid and disaster response.

SECTION TWO

Definitions

For the purpose of this Agreement, the following terms as used in this Agreement shall be defined as follows:

- A. "Local Government": the Agency of each Jurisdiction party to this Agreement, trained to respond to a wide range of emergencies, and non-emergency events, to either assist primary emergency responders, or operate independently in times of natural and man-made disasters.
- B. "Emergency Plan": A definite and prearranged plan, amended from time to time, or as needed, whereby response and assistance provided to a Stricken Jurisdiction by Aiding Jurisdiction(s), is provided in accordance with the system established by this Agreement in order to effectuate the purpose of this Agreement.
- C. "Jurisdiction": A unit of local government including but not limited to a city, village, or fire protection district having a fire department recognized by the State of Illinois, or an intergovernmental agency, and the units of which the

intergovernmental agency is compromised, which is a party to this Agreement, and has been appropriately authorized by the Jurisdiction to enter into such agreement, and to comply with the rules and regulations of this Agreement;

- D. "Stricken Jurisdiction": A Jurisdiction which requests aid in the event of an emergency;
- E. "Aiding Jurisdiction": A Jurisdiction furnishing equipment, personnel, and/or services to a Stricken Jurisdiction;
- F. "Emergency": An occurrence or condition in a Jurisdiction which results in a situation of such magnitude and/or consequence, that it cannot be adequately handled by the Stricken Jurisdiction, and the Stricken Jurisdiction determines the necessity and advisability of requesting aid.
- G. "Disaster": Disaster shall have the same meaning as defined under the Illinois Emergency Management Agency Act, as set forth in 20 ILCS 3305/4.
- H. "Equipment" and "Personnel": Any equipment owned by, or personnel employed by, the local Jurisdiction. This refers to the Jurisdiction as a whole, rather than within any single department or agency.
- I. "Training": The regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations. This will include all required National Incident Management System (NIMS) Training the level the personnel is to perform. The nature and time for such training is established by local Jurisdictions.
- J. "Chief, Director and/or Coordinator": The Agency Head of a Jurisdiction.

SECTION THREE

Authority and Action to Effect Mutual Aid

A. The Jurisdiction(s) hereby authorize and direct their respective Chief, Director, and/or Coordinator, or their designee, to take necessary and proper action to render and/or request mutual aid from the other Jurisdictions, in accordance with the policies and procedures established and maintained by the Jurisdiction. Jurisdiction(s) party to this Agreement are not obligated to respond to a request for assistance. After an Aiding Jurisdiction receives a request for assistance, the Chief, Director, and/or Coordinator, or their designee, of the Aiding Jurisdiction evaluates whether or not to respond, whether resources are available to respond, or if other circumstances would hinder response. If an Aiding Jurisdiction is willing and able to provide assistance, the Aiding Jurisdiction, through its Chief, Director, and/or Coordinator, or their designee, shall inform the Stricken Jurisdiction about the type of available resources and the approximate arrival time of such assistance. The aid rendered by the Aiding Jurisdiction shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Aiding Jurisdiction. The judgment of the Chief, Director, and/or Coordinators, or their designee, of the Aiding Jurisdiction shall be final as to the personnel and equipment, if any, available to render aid.

B. Whenever an emergency occurs and conditions are such that the Chief, Director, and/or Coordinator, or his designee, of the Stricken Jurisdiction determines it advisable to request aid pursuant to this Agreement, he shall notify the Aiding Jurisdiction(s) of the nature and location of the emergency, and the type and amount of equipment and personnel and/or services to be requested from the Aiding Jurisdiction. Upon a determination by the Chief, Director, and/or Coordinator, or their designee, of the Aiding Jurisdiction, that assistance can be

provided to a Stricken Jurisdiction, the Aiding Jurisdiction shall dispatch, as soon as reasonably possible, the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the Stricken Jurisdiction in accordance with the procedures of this Agreement. Notice shall be provided to the Stricken Jurisdiction as soon as possible if any or all of the requested equipment, personnel, or services, cannot be provided.

C. In the event of an Emergency, requests for assistance can be made orally or in writing. When made orally, the request for personnel, equipment, and supplies shall be prepared in writing as soon as practicable. Requests for assistance shall be directed to the Chief, Director, and/or Coordinator, or their designee, of the participating Jurisdiction(s).

D. Jurisdictions shall identify a Director and/or A Coordinator, or their designee, and provide contact information, including 24-hour access. Such contact information shall be updated annually, or when changes occur, and provided to the other Jurisdiction(s) party to this Agreement.

SECTION FOUR

Jurisdiction Over Personnel and Equipment

A. Personnel of the Aiding Jurisdiction dispatched to the Stricken Jurisdiction, will be under the supervision of the Aiding Jurisdiction. Further, the personnel of the Aiding Jurisdiction come under the direction and control of the Stricken Jurisdiction. The Official of the Stricken Jurisdiction shall coordinate response activities with the designated supervisors of the Aiding Jurisdiction. However, personnel dispatched to aid a Stricken Jurisdiction, pursuant to this Agreement, shall remain employees and/or volunteer of the Aiding Jurisdiction.

B. Aiding Jurisdiction shall, at all times, have the right to withdraw any and all aid upon the order of its Chief, Director, and/or Coordinator or their designee; provided, however,

that the party withdrawing such aid shall notify the Chief, Director, and/or Coordinator or their designee, of the Stricken Jurisdiction of the withdrawal of such aid and the extent of such withdrawal.

SECTION FIVE

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the Stricken Jurisdiction; however, any expenses recoverable from third-parties shall be equitably distributed among responding parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.

SECTION SIX

Insurance

Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage including: comprehensive liability, personal injury, property damage, worker's compensation, and if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limits general liability and professional liability. 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. The obligation of this Section may be satisfied by a party's membership in a self-insured pool, or a self-insured plan or arrangement with an insurance provider approved by the state of the Jurisdiction(s). A Jurisdiction may require that copies or other evidence of compliance with the provisions of this Section be provided to the Chief, Director, and/or Coordinator. Upon request, Jurisdiction(s) and Chief, Director, and/or Coordinator shall provide such evidence, as herein provided, to the other Jurisdictions party to this Agreement.

SECTION SEVEN

Indemnification

Each party to this Agreement 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 Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a party hereto or its personnel.

Each Jurisdiction requesting or providing aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify, and defend the Jurisdiction 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. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement. 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 Jurisdiction rendering aid shall be the sole and exclusive responsibility of the respective party for its employees provided, however, 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.

SECTION EIGHT

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 Jurisdiction prohibit response. It is the responsibility of the Aiding Jurisdiction to immediately notify the Stricken Jurisdiction of the Aiding Jurisdiction's inability to respond; however, failure to immediately notify the Stricken Jurisdiction of such inability to

respond shall not constitute evidence of non-compliance 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 Jurisdiction hereto, or 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 NINE

Term

This Agreement shall be in effect for a term of two years from the date of signature hereof, and shall automatically renew for successive one year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate this Agreement shall give written notice to all Jurisdictions party to this Agreement specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation, with the written notice provided herein shall be given by personal delivery, registered mail, or certified mail.

SECTION TEN

Effectiveness

This Agreement shall be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof.

SECTION ELEVEN

Binding Effect

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 Jurisdiction without prior written consent of the parties hereto; and this Agreement shall not be assigned by a Jurisdiction's Chief, Director and/or Coordinator, or Elected Official, without prior written consent of the parties hereto.

SECTION TWELVE

Validity

The invalidity of any provision of this Agreement shall not render invalid any other provision. 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.

SECTION THIRTEEN

Notices

A. All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties at such addresses as may be designated from time to time on mailing lists maintained by the local Jurisdictions or to other such addresses as shall be agreed upon.

B. A Jurisdiction who becomes aware of a claim or suit that in anyway, directly or indirectly, contingently or otherwise, affects or might affect other Jurisdictions party to this Agreement, shall provide prompt and timely notice to the Jurisdictions who may be affected by

the suit or claim. Each Jurisdiction reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

SECTION FOURTEEN

Governing Law

This Agreement shall be governed, interpreted, and construed in accordance with the law of the State of Illinois.

SECTION FIFTEEN

Execution in Counterparts

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.

SECTION SIXTEEN

Rules and Procedures

Rules, procedures, and by-laws of this Agreement shall be established by Jurisdictions as deemed necessary from time to time, for the purpose of administrative functions, the exchange of information, and the common welfare of the Jurisdictions party to this Agreement.

SECTION SEVENTEEN

Amendments

This Agreement may only be amended by written consent of all the Jurisdictions party hereto. This shall not preclude the amendment of rules, procedures, and bylaws governing the Agreement as established by the local Jurisdictions pursuant to this Agreement.

SECTION EIGHTEEN

Disputes

The validity, construction, and interpretation of this Agreement shall be governed by the laws of the State of Illinois. If any controversy or claim arises out of, or relates to, the execution

of this Agreement, including, but not limited to, alleged breach of the Agreement, or the termination or validity thereof, the disputing Jurisdiction(s) shall first attempt to resolve the dispute by negotiation. The disputing jurisdictions, if necessary, shall then attempt to resolve the dispute by mediation. Following mediation, if necessary, the disputing Jurisdictions shall settle the dispute by binding arbitration, in accordance with the Rules of the American Arbitration Association. Any court of competent jurisdiction may enter the judgment rendered by the arbitrators as final judgment, which is binding on the parties.

NOW THEREFORE, The undersigned Jurisdiction hereby has adopted, and subscribes to, and approves this Mutual Aid Agreement, to which this signature page will be attached, and agrees to be party thereto, and be bound by the terms thereof.

(Signature Page Follows)

This Signatory certifies that this Local Emergency Management Mutual Aid Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law. A copy of which document is attached hereto.

Fox River & Countryside
Fire/Rescue District

Hanover Township

[Signature]
Board President

Brian B. McGuire
Supervisor

8-3-14
Date

8/2/16
Date

ATTEST:

ATTEST:

[Signature]
Secretary

Dety Nolan Bumer
Clerk

8/2/16
Date

8/2/16
Date

