

**RESOLUTION #: 2017-08**

**A RESOLUTION AUTHORIZING THE WOODSTOCK FIRE/RESCUE DISTRICT TO ENTER INTO AN INTERGOVERNMENTAL AUTOMATIC RESPONSE AGREEMENT WITH THE HEBRON/ALDEN/GREENWOOD FIRE PROTECTION DISTRICT**

**WHEREAS**, the Board of Trustees (hereinafter “Board”) of the Woodstock Fire/Rescue District, McHenry County, Illinois, (hereinafter “District”) has the duty and authority to enter into intergovernmental agreements; and

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to cooperate with each other in order to accomplish common goals and objectives; and

**WHEREAS**, 5 ILCS 220/3 entitled the “Intergovernmental Cooperation Act” provides that any power or powers, privilege or authority exercised or which may be exercised by a public agency may be exercised, transferred, combined and enjoyed jointly with any other public agency; and

**WHEREAS**, 5 ILCS 220/2 defines a public agency as “any unit of local government;” and

**WHEREAS**, the District and the Hebron/Alden/Greenwood Fire Protection District (hereinafter “Hebron”), as local government, are both public agencies as defined by statute; and

**WHEREAS**, the Board has determined that it is in the best interest of the District to enter into an intergovernmental agreement with Hebron to secure to each the benefits of cooperation in providing improved fire and ambulance service to certain identified territories according to a mutually agreed-upon plan, to extend automatic and mutual aid to certain identified territory, to promote governmental efficiency, to foster certainty in District boundaries and to accrue other related benefits.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Woodstock Fire/Rescue District, McHenry County, Illinois, as follows:

**Section One**: The President and Secretary of the Board are authorized to enter into an Intergovernmental Agreement with Hebron providing for automatic aid in substantially the same form as the “Intergovernmental Agreement” attached hereto and made a part hereof as

**EXHIBIT 1.**

# INTERGOVERNMENTAL AGREEMENT

## INTRODUCTION

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 "Unit(s)") that have approved this Agreement and adopted 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**, 5 ILCS 220/1 et seq., entitled the "Intergovernmental Cooperation Act," 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**, 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 of the contract; and,

**WHEREAS**, the parties hereto have determined that it is in their best interest to enter into this Agreement to secure to each the benefits of automatic aid in fire protection, firefighting and the protection of life and property from an emergency or disaster; for those properties described in Section Two of this Agreement.

**NOW, THEREFORE**, in consideration of the following recitals, **THE PARTIES HERETO AGREE AS FOLLOWS:**

## SECTION ONE

**THE HEBRON ALDEN GREENWOOD FIRE PROTECTION DISTRICT AGREES TO PROVIDE**, automatic response with a Tender plus manpower to operate at the scene of a reported structure fire on the property within the Woodstock Fire/Rescue District that

B. The Fire Chief, or his/her designee, of the aiding unit shall take the following action immediately upon being requested for aid:

1. Determine what equipment, personnel, and/or services are needed.
2. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the stricken unit.
3. Dispatch immediately the requested equipment, personnel, and/or services, to the extent available, to the location of the emergency reported by the stricken unit.
4. Notify the stricken unit of any, or all, of the requested equipment, personnel, and/or services that cannot be provided.

#### SECTION FOUR

##### Jurisdiction Over Personnel and Equipment

Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the aiding unit. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Fire Officer, or Senior Officer, of the stricken unit. 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 his/her designee, provided, however, that the party withdrawing such aid shall notify the Fire Chief, or Senior Officer, of the party requesting aid 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 party requesting aid, however, any expenses recovered shall be equitably distributed among responding parties.

## 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 unit prohibit response. It is the responsibility of the aiding unit to immediately notify the stricken unit of the aiding unit's inability to respond, however, failure to immediately notify the stricken unit of such inability to respond shall not constitute evidence of noncompliance with the terms of the 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 NINE

### Term

This Agreement shall be in effect for a term of one (1) year from the date of the signature hereof and shall automatically renew for successive one (1) year terms, unless terminated in accordance with this Section.

Any party hereto may terminate its participation in the Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the Board of the other member specifying the date of termination, such notice to be given at least ninety (90) calendar days prior to the specified date of termination of participation. 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 SIXTEEN

Amendments

This Agreement may only be amended by written consent of all the parties hereto.

This signatory certifies that this Automatic Mutual Aid Box Alarm System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

SECTION SEVENTEEN

The parties agree to perform joint training biannually at a mutually reasonable time and place within each of the District's boundaries. This training is to assist each District's unit and the aiding unit when an emergency should arise.

Woodstock Fire/Rescue District  
District

Hebron Alden Greenwood Fire Protection  
District

by: Robert A. Kristensen  
President, Board of Trustees

by: [Signature]  
President, Board of Trustees

Attest: Kenneth Macaule  
Secretary

Attest: [Signature]  
Secretary

Date: \_\_\_\_\_

Date: 12 DEC 17