

RESOLUTION #: 2017-10

A RESOLUTION AUTHORIZING THE WOODSTOCK FIRE/RESCUE DISTRICT TO ENTER INTO AN INTERGOVERNMENTAL AUTOMATIC RESPONSE AGREEMENT WITH THE MARENGO 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 Marengo Fire Protection District (hereinafter “Marengo”), 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 Marengo 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 Marengo providing for automatic aid in substantially the same form as the “Intergovernmental Agreement” attached hereto and made a part hereof as

EXHIBIT 1.

Section Two: This Resolution shall be in full force and effect upon its adoption and shall supersede any agreement, resolution, or motion, or part of any agreement, resolution, or motion

in conflict with any part herein, any such agreement, resolution, or motion or part thereof is hereby repealed.

PASSED by the Board of Trustees of the Woodstock Fire/Rescue District, McHenry County, Illinois, and approved this 30th day of November, 2017.

AYES: 4

NAYES: 0

ABSENT: 1

APPROVED: Robert A. Kristensen

President, Robert A. Kristensen

ATTEST: Kenneth Marunde

Secretary, Kenneth Marunde

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 MARENGO FIRE PROTECTION DISTRICT AGREES TO PROVIDE, automatic response with a Chief Officer and an Engine plus manpower to operate at the scene of a reported structure fire on the property within the Woodstock Fire/Rescue District. Also to

include any other equipment as specified in our current MABAS cards. Marengo authorizes all 911 telephone requests for said services to be issued simultaneously to our dispatch center.

THE WOODSTOCK FIRE/RESCUE DISTRICT AGREES TO PROVIDE, automatic response with a Engine plus manpower to operate at the scene of a reported structure fire on the property within the Marengo Fire Protection District. Also to include any other equipment as specified in our current MABAS cards. Woodstock authorizes all 911 telephone requests for said services to be issued simultaneously to our dispatch center.

SECTION TWO

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

- A. ***Automatic Aid:*** A definite and prearranged plan whereby response and assistance is provided to a stricken unit by the aiding units in the defined area.
- B. ***Member Unit:*** The Marengo Fire Protection District and the Woodstock Fire/Rescue District.
- C. ***Stricken Unit:*** A member unit requesting assistance.
- D. ***Aiding Unit:*** A member unit providing assistance.
- E. ***Emergency:*** An occurrence or condition in a member unit's defined area.

SECTION THREE

Authority and Action to Effect Automatic Mutual Aid

- A. The member units hereby authorize and direct their respective Fire Chief, or his/her designee, to take necessary and proper action to render and/or request automatic mutual aid from other member units in accordance with the policies and procedures established and maintained by the member units. The aid rendered shall be to the extent of available protection of the territorial limits of the aiding unit. The judgment of the Fire Chief, or his/her designee, of the aiding unit shall be final as to personnel and equipment available to render aid.

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 SIX

Insurance

Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workmen's compensation and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit 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 obligations of the 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 of jurisdiction. Upon request, member units shall provide such evidence as herein provided to the other members.

SECTION SEVEN

Hold Harmless Agreement

Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury, or death occurring in consequence to the performance of this Automatic Mutual Aid Agreement provided, however, that such a release or waiver of claims shall not be effective in the event the claim is a result of the gross negligence or willful misconduct by a party hereto or its personnel.

Each party requesting or providing aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the other party 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 not include attorneys' fees and court costs that may arise from providing aid pursuant to this Agreement. Provided, however, that all employee benefits, wage and disability payments, pensions, workmen's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of a party shall be the sole and exclusive responsibility of that 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 a party to this agreement..

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 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.

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

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.

SECTION FOURTEEN

Governing Law

This Agreement shall be governed, interpreted and construed in accordance with the laws 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

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

by: Robert A. Kristensen
President, Board of Trustees

Attest: Kenneth Maxwell
Secretary

Date: 11/20/17

Marengo Fire Protection District

by: [Signature]
President, Board of Trustees

Attest: Dee Paprocki
Secretary

Date: 11-20-2017

