

## **AUTOMATIC AID AGREEMENT**

This Automatic Aid Agreement (“Agreement”) made and entered into the date set forth next to the signature of the respective parties, by and between the Village of Lyons, an Illinois municipal corporation, Cook County, Illinois (hereinafter generically referred to as a “Member Unit”), and the Village of Stickney, an Illinois municipal corporation, Cook County, Illinois (hereinafter generically referred to as a “Member Unit”) (hereinafter collectively referred to as the “parties”) that have approved this Agreement and adopted same in manner as provided by law.

**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;

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/, 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;

**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 a contract shall be authorized by the governing body of each party to the contract;

**WHEREAS**, the parties have determined that it is in their best interests 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; and

**WHEREAS**, the parties have determined that it is in their best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

**NOW, THEREFORE**, in consideration of the foregoing recitals which are incorporated into this Agreement as though fully set forth herein, the Village of Lyons, Illinois, and the Village of Stickney, Illinois, agree as follows:

## **SECTION ONE**

### **Purpose**

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit 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 other Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through this Agreement is desirable for the effective and efficient provision of automatic aid.

## **SECTION TWO**

### **Definitions**

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

"Automatic Aid Agreement": A definite and prearranged plan whereby response and assistance is provided to a Stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the parties to this Agreement as amended from time to time;

"Member Unit": 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 comprised which is a party to this Agreement and has been appropriately authorized by the governing body to enter into this Agreement and to comply with the rules and regulations of this Agreement;

“Stricken Unit”: A Member Unit which requests aid in the event of an emergency;

“Aiding Unit”: A Member Unit furnishing equipment, personnel, and/or services to a Stricken Unit;

“Emergency”: An occurrence or condition in a Member Unit’s territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Unit and such that a Member Unit determines the necessity and advisability of requesting aid;

“Division”: The geographically associated Member Unit(s) or unit which have been grouped for operational efficiency and representation of those Member Units;

“Training”: The regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of this Agreement.

### **SECTION THREE**

#### **Authority and Action to Effect Automatic Aid**

- A. The Member Units hereby authorize and direct their respective Fire Chief, or his designee, to take necessary and proper action to render and/or request automatic aid from the other Member Units in accordance with the policies and procedures established and maintained by the parties to this Agreement. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Aiding Unit. The judgment of the Fire Chief, or his designee, of the Aiding Unit shall be final as to the personnel and equipment available to render aid.
- B. Whenever an emergency occurs and conditions are such that the Fire Chief, or his designee, of the Stricken Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and location of the emergency and the type and amount of equipment and personnel and/or services requested from the Aiding Unit.

C. The Fire Chief, or his designee, of the Aiding Unit shall take the following action immediately upon the request for aid:

1. Determine what equipment, personnel and/or services are requested according to this Agreement;
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 in accordance with the procedures of the parties of this Agreement;
4. Notify the Stricken Unit if any or all of the requested equipment, personnel and/or services cannot be provided.

#### **SECTION FOUR**

##### **Jurisdiction Over Personnel and Equipment**

Personnel dispatched to aid a Stricken Unit 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 Chief or senior officer of the Stricken Unit. The Aiding Unit shall at all times have the right to withdraw any and all aid upon the order of its Fire Chief or his designee, provided, however, that the Aiding Unit withdrawing such aid shall notify the Fire Chief or senior officer of the Stricken Unit 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 Unit; 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 or laws.

## **SECTION SIX**

### **Insurance**

Each party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, bodily injury, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability insurance, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit for general liability and professional liability. No party 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 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 of jurisdiction. The parties of this Agreement may require that copies or other evidence of compliance with the provisions of this Section be provided to the Member Units of this Agreement. Upon request, a Member Unit shall provide such evidence as herein provided to the other Member Units.

## **SECTION SEVEN**

### **Indemnification**

Each party agrees to waive any and all claims, costs, causes, actions, and expenses, including, but not limited to, attorney's fees, against all other parties for any loss, damage, personal injury or death occurring in consequence of the performance or non-performance pursuant to this Agreement, provided, however, that such claim is not a result of gross negligence or willful misconduct by a party or its personnel.

Each party requesting aid pursuant to this Agreement hereby 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 such claims made by a third party are not the result of gross negligence or willful misconduct by

the party rendering aid. This indemnity shall include, but is not limited to, attorney's fees and costs that may arise from providing aid pursuant to this Agreement.

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 shall be the sole and exclusive responsibility of the respective party for its employees.

## **SECTION EIGHT**

### **Non-Liability for Failure to Render Aid**

The rendering of assistance pursuant to this Agreement shall not be mandatory if in the sole discretion of the Aiding Unit, 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 this section, and no liability may be assigned to the Aiding Unit.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party, 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 this Agreement.

## **SECTION NINE**

### **Term**

This Agreement shall be in effect for a term of one year 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 its participation in this Agreement shall give written notice to the other Member Units of this Agreement through the Office of the Fire Chief of each Member

Unit specifying the date of termination, such notice to be given at least 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 effect upon approval by the parties in the manner provided by law and upon proper execution thereof.

## **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 Member Unit without prior written consent of the other parties.

## **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 or by registered mail, or by certified mail to the parties at such addresses as may be designated from time to time by the parties.

## SECTION FOURTEEN

### Statutory Requirements

- A. Equal Employment Opportunity. In the event of a Member Unit's non-compliance with the provisions of this Section, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights, this Agreement may be cancelled by the other Member Unit(s).
- B. Record Retention. Each Member Unit shall maintain their respective records relating to the performance of this Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by a Member Unit shall be available for review by any other Member Unit. The Member Units shall cooperate with each other (a) with any request for public records made pursuant to the Freedom of Information Act, (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Member Unit to timely comply with the time limits imposed by the Freedom of Information Act. Failure by a Member Unit to maintain the books, records and supporting documents required by this section or the failure by a Member Unit to provide full access to and copying to all relevant books and records within a time period which allows a Member Unit served with a Freedom of Information Act request to timely comply with the time limits imposed by the Freedom of Information Act shall establish a presumption in favor of the Member Unit served with the Freedom of Information Act request for the recovery of any penalties or attorney's fees imposed by the Freedom of Information Act awarded to the requester. The obligations imposed by this section shall survive the termination of this Agreement.



**SECTION FIFTEEN**

**Governing Law**

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

**SECTION SIXTEEN**

**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 SEVENTEEN**

**Amendments**

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

**IN WITNESS WHEREOF**, the parties adopt, subscribe to, and approve this Automatic Aid Agreement. This signatory certifies that this Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

Village of Lyons, Illinois

Village of Stickney, Illinois

By: \_\_\_\_\_  
Thomas F. Sheahan  
Village Manager

By: \_\_\_\_\_  
Jeff Walik  
Mayor