

AGREEMENT TO SHARE RESERVE FIRE APPARATUS

This Agreement ("Agreement") made and entered into the date set forth next to the signature of the respective parties, by and between the Village of Westmont, an Illinois municipal corporation, DuPage County, Illinois ("Westmont" or "Member Unit"), and the Pleasantview Fire Protection District, an Illinois municipal corporation, Cook and DuPage Counties, Illinois (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; 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*, 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 parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of sharing reserve fire apparatus

in fire protection, firefighting and the protection of life and property from an emergency or disaster; and,

NOW, THEREFORE, in consideration of the foregoing recitals, the Village of Westmont, an Illinois municipal corporation, DuPage County, Illinois, and the Pleasantview Fire Protection District, an Illinois municipal corporation, Cook and DuPage Counties, 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 catastrophies, the use of an individual Member Unit's 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 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.

SECTION TWO

Definitions

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

- A. "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 the Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of this Agreement;

- B. "Stricken Unit": A Member Unit which requests aid in the event of an emergency;
- C. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Stricken Unit;
- D. "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;
- E. "Division": The geographically associated Member Units or unit which have been grouped for operational efficiency and representation of those Member Units;
- F. "Training": The regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of this automatic aid agreement.

SECTION THREE

Authority and Action to Effect Use of Reserve Fire Apparatus

- A. The Member Units hereby authorize and direct their respective Fire

Chiefs, or designee, to take necessary and proper action to render and/or request the use of reserve fire apparatus in accordance with the policies and procedures established and maintained by the parties of this Agreement. The use of reserve fire apparatus shall be to the extent of available 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 equipment available to render aid.

- B. The Fire Chief, or his designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:
1. Determine what equipment, is requested according to this Agreement;
 2. Determine if the requested equipment can be committed in response to the request from the Stricken Unit;
 3. Notify the Stricken Unit if any of the requested equipment cannot be provided.

SECTION FOUR

Jurisdiction Over Equipment

Equipment utilized to a party pursuant to this Agreement shall remain the equipment of the Aiding Unit. The party rendering aid (reserve fire apparatus) 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 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 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, bodily injury, 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 limit for general liability, 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. 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 hereto agrees to waive any and all claims, costs, causes, actions, and expenses, including, but not limited to, attorney's fees, against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance or non-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 party requesting aid pursuant to this Agreement hereby expressly 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 on the part of 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 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 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 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 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 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 Member Unit 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

All notices hereunder shall be in writing and shall be served personally, by registered mail, or by certified mail to the parties at such addresses as may be designated from time to time by the parties of this Agreement or, to other such addresses as shall be agreed upon.

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.

IN WITNESS WHEREOF, the parties have adopted, and 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 WESTMONT
AN ILLINOIS MUNICIPAL CORPORATION
DUPAGE COUNTY, ILLINOIS

PLEASANTVIEW FIRE PROTECTION DISTRICT
AN ILLINOIS MUNICIPAL CORPORATION
COOK AND DUPAGE COUNTY, ILLINOIS

By: _____
Its: **Village President or Mayor**
Date: _____

By: _____
Its: **President, Board of Trustees**
Date: _____

ATTEST:
By: _____
Its: ~~Secretary~~ **CLERK**
Date: _____

ATTEST:
By: _____
Its: **Secretary**
Date: _____