Resolution No. 12-19

A RESOLUTION APPROVING A MUTUAL AID AGREEMENT BETWEEN THE VILLAGE OF EAST DUNDEE POLICE DEPARTMENT AND THE HANOVER TOWNSHIP EMERGENCY SERVICES DEPARTMENT

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of East Dundee, Cook and Kane Counties, Illinois, as follows:

Section 1. The Mutual Aid Agreement between the Village of East Dundee Police Department and The Hanover Township Emergency Services Department as attached hereto as EXHIBIT A, shall be and hereby is approved.

Section 2. The Village President shall be and are hereby authorized to execute EXHIBIT A on behalf of the Village.

Section 3. This resolution shall take full force and effect upon its passage and approval as provided by law.

Passed by the President and the Village Board of Trustees of the Village of East Dundee, Illinois, this 20th day of May, 2019.

AYES: Trustees Lynam, Selep, Andresen and Kunze

NAYS: Ø

ABSENT: Trustees Wood and Mahony

APPROVED:

Village President

Attest:

Village Clerk

EXHIBIT A

MUTUAL AID AGREEMENT BETWEEN THE VILLAGE OF EAST DUNDEE POLICE DEPARTMENT AND THE HANOVER TOWNSHIP EMERGENCY SERVICES DEPARTMENT

This Agreement (hereinafter, the "Agreement") is hereby made and entered into by and between the Village of East Dundee, Illinois (hereinafter, the "Village") and Hanover Township, Illinois (hereinafter, the "Township") (collectively, the "Parties"). In consideration of the mutual promises and covenants contained herein, the adequacy and sufficiency of which is hereby acknowledged, the Parties hereby agree, as follows:

1. Definitions. For the purpose of this Agreement, the following terms shall have the meaning set forth in this Paragraph 1.

a. "Department" shall mean the Village of East Dundee Police Department, or the Hanover Township Emergency Services Department, respectively.

b. "Department Head" shall mean the Chief of the Village of East Dundee Police Department or his/her designee(s), or the Director of Emergency Services of Hanover Township Director or his/her designee(s), respectively.

c. "Requesting Department" shall mean a Department which requests assistance pursuant to this Agreement.

d. "Aiding Department" shall mean a Department providing equipment, personnel, and/or services to a Requesting Department pursuant to this Agreement.

e. "Emergency" shall mean an occurrence or condition which results in a situation of such magnitude and/or consequence, that it cannot be adequately handled by a Requesting Department, and the Requesting Department determines the necessity and advisability of requesting assistance.

f. "Equipment" shall mean any equipment owned by the Parties.

g. "Personnel" shall mean any employees or volunteers of the Parties.

2. Authority to Effect Mutual Aid. The Parties hereby authorize and direct their respective Department Heads to take necessary and proper action to render mutual assistance to, and/or request mutual assistance from, the other Department, in accordance with their respective policies and procedures, as well as all applicable Local, State, and Federal statutes, regulations, and ordinances.

3. Requests for Mutual Aid. Whenever an emergency occurs or conditions are such that the Department Head of a Requesting Department determines it advisable to request assistance pursuant to this Agreement, he or she shall notify the Aiding Department of the nature and location of the emergency, and the type and amount of equipment, personnel, and/or services to be requested from the Aiding Department.

4. Rendering Mutual Aid. If an Aiding Department is willing and able to provide assistance, its Department Head shall inform the Requesting Department about the type of available resources and the approximate arrival time of such assistance. Any assistance rendered by an Aiding Department shall be to the extent of available personnel and equipment, as determined by its Department Head. An Aiding Department is not obligated to respond to a request for assistance pursuant to this Agreement.

5. Jurisdiction over Personnel and Equipment. The personnel of an Aiding Department that are dispatched to provide assistance to a Requesting Department pursuant to this Agreement will report to and serve under the direction and control of the Incident Commander of the Requesting Department and in accordance with the National Incident Management System. Such personnel shall remain employees and/or volunteers of the Aiding Department. An Aiding Department shall, at all times, have the right to withdraw any and all assistance upon the order of its Department Head.

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

7. Insurance. Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, personal injury, property damage, workers' 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 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 paragraph 7 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 Illinois. A Party may require that copies or other evidence of compliance with the provisions of this Section be provided to its Department Head. Upon request, a Party and its Department Head shall provide such evidence, as herein provided, to the other Party to this Agreement. Each Party understands and agrees that any insurance coverage obtained shall in no way limit that Party's responsibility under paragraph 8 of this Agreement to indemnify and hold the other Party harmless from such liability.

8. Indemnification. Each Party agrees to waive all claims against the other Party 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 or its personnel. Each Party requesting assistance pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify, and defend the Party rendering assistance and its employees and/or volunteers from any and all claims, causes of action, demands, liability, damages, losses, expenses (including attorneys fees), or suits in law or in equity which are made by a third party; provided, however, that all employee benefits, wage and disability payments, pensions, workers' compensation claims, damage to or destruction of equipment or clothing, and medical expenses of the Party rendering aid or its employees and/or

volunteers shall be the sole and exclusive responsibility of the Party rendering aid; and provided, further, 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.

9. Non-Liability for Failure to Render Aid. The rendering of assistance under this Agreement shall not be mandatory if local conditions of the Aiding Department prohibit response. No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a Party, or its duly authorized agents and personnel, for failure or refusal to render aid, or for the withdrawal of aid, once provided, pursuant to the terms of this Agreement.

10. Notice of Claim or Suit. Each Party who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect the other Party shall provide prompt and timely notice to the Party who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

11. Notices. All notices hereunder shall be in writing and shall be served personally or by registered mail or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Hanover Township:
Director of Emergency Services
Hanover Township
250 S. Route 59
Bartlett, IL 60103

If to the Village of East Dundee:
Chief of Police
East Dundee Police Department
115 E. 3rd Street
East Dundee, IL 60118

12. Governing Law. This Agreement shall be governed, interpreted, and construed in accordance with the law of the state of Illinois.

13. Effective Date. This Agreement shall become effective upon the mutual signature of this Agreement by all Parties.

13. 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.

14. 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 Party without prior written consent of the other Party.

15. Term. This Agreement shall be in effect for a term of one (1) year from the Effective Date, as provided in paragraph 12 herein, and shall automatically renew for successive one (1) year terms, unless terminated in accordance with this paragraph. Either Party may terminate its

participation in this Agreement at any time by giving the other Party at least sixty (60) days advanced written notice of the specified date of termination.

16. Amendments. Any amendments to this Agreement must be in writing and executed by both Parties.

17. Severability. 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.

IN WITNESS WHEREOF, the Parties have approved the execution of this Agreement by their respective officers on the dates set forth below:

VILLAGE OF EAST DUNDEE

Lael Miller, Village President

Date: May 20, 2019

ATTEST:

Katherine Holt, Village Clerk

HANOVER TOWNSHIP

Brian P. McGuire, Supervisor

Date: May 30, 2019

ATTEST:

Katy Dolan Baumer, Clerk