

RESOLUTION 040720

**A RESOLUTION
TO APPROVE A MUTUAL AID AGREEMENT BETWEEN THE VILLAGE OF
CARPENTERSVILLE POLICE DEPARTMENT, THE VILLAGE OF CARPENTERSVILLE
FIRE DEPARTMENT, AND THE HANOVER TOWNSHIP EMERGENCY SERVICES
DEPARTMENT**

BE IT RESOLVED by the Supervisor and Board of Trustees of Hanover Township, Cook County, Illinois, as follows:

SECTION ONE: APPROVAL. The Mutual Aid Agreement (the "Agreement") between the Village of Carpentersville, Illinois (the "Village") and Hanover Township, Illinois (the "Township"), a copy of which is attached hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: AUTHORIZATION. The Township Supervisor and the Township Clerk of Hanover Township are authorized to sign and attest, respectively, the Agreement on behalf of the Township.

SECTION THREE: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FOUR: REPEALER. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE: Supervisor McGuire and Trustees Beattie, Essick, Martinez, and Moinuddin

AYES: *5 Supervisor Mc Guire and Trustees Beattie, Essick, Moinuddin,*

NAYS: *0*

ABSENT: *0*


and Martinez

PASSED: April 7, 2020

APPROVED: April 7, 2020

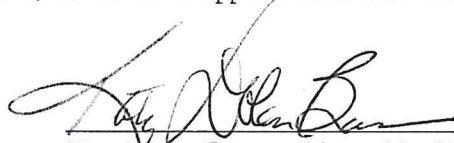

Brian P. McGuire, Township Supervisor 

ATTEST:


Katy Dolan Baumer, Township Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Township Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete and exact copy of resolution #040720, enacted on April 7, 2020, and approved on April 7, 2020, as the same appears from the official records of Hanover Township.


Katy Dolan Baumer, Township Clerk



MUTUAL AID AGREEMENT
BETWEEN THE VILLAGE OF CARPENTERSVILLE POLICE DEPARTMENT,
VILLAGE OF CARPENTERSVILLE FIRE 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 Carpentersville, 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 Carpentersville Police Department, Village of Carpentersville Fire Department, or the Hanover Township Emergency Services Department, respectively.
 - b. "Department Head" shall mean the Chief of the Village of Carpentersville Police Department, Fire Chief for the Village of Carpentersville Fire Department or their 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, commensurate to each Party's incurred expenses. 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 further, any enforceable judgment or award of liability (but not attorneys fees or other costs) made by a third party resulting from gross negligence or willful misconduct on the part of the Party rendering aid shall be the sole and exclusive responsibility for 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 Carpentersville: Chief of Police
Village of Carpentersville
1200 LW Besinger Drive
Carpentersville, IL 60110

Fire Chief
Village of Carpentersville
1200 LW Besinger Drive
Carpentersville, IL 60110

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.

14. 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.

15. 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.

16. Term. This Agreement shall be in effect for a term of one (1) year from the Effective Date, as provided in paragraph 13 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.

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

18. 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 CARPENTERSVILLE


John Skillman, President

Date: 4/9/20

ATTEST:

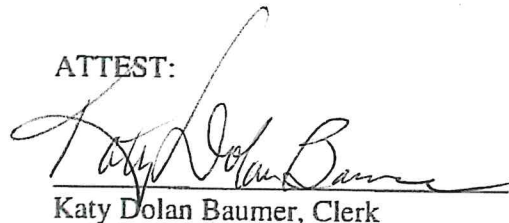

Kelly Mastera, Clerk

HANOVER TOWNSHIP


Brian P. McGuire, Supervisor

Date: 9/14/2020

ATTEST:


Katy Dolan Baumer, Clerk