

**AUTOMATIC AID AGREEMENT BETWEEN THE VILLAGES OF:  
BURNHAM, CALUMET CITY, COUNTRY CLUB HILLS, DOLTON, EAST HAZEL CREST,  
FLOSSMOOR, GLENWOOD, HARVEY, HAZEL CREST, HOMEWOOD, LANSING,  
LYNWOOD, MARKHAM, MATTESON, MUNSTER, OAK FOREST, PARK FOREST,  
PHOENIX, RICHTON PARK, RIVERDALE, SOUTH HOLLAND, THORNTON, and  
TINLEY PARK**

This Agreement is made and entered into on the date next to the signature of the respective parties, by and between the Villages of Burnham, Calumet City, Country Club Hills, Dolton, East Hazel Crest, Flossmoor, Glenwood, Harvey, Hazel Crest, Homewood, Lansing, Lynwood, Markham, Matteson, Munster, Oak Forest, Park Forest, Phoenix, Richton Park, Riverdale, South Holland, Thornton, and Tinley Park referred to throughout this agreement as the "Cooperating Municipalities."

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution 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 Cooperating Municipalities 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 protecting life and property from an emergency or disaster; and,

**WHEREAS**, the Cooperating Municipalities have determined that it is in their best interests to jointly provide for communications procedures, training and other necessary functions to further the provision of the protection of life and property from an emergency or disaster; and,

**WHEREAS**, the Cooperating Municipalities have determined that it is in their best interests to include in this Automatic Aid Agreement provisions for the same mutually beneficial Auto Aid as it relates to Emergency Medical Services (EMS). The provision of EMS shall conform to Illinois Department of Public Health (IDPH) Region 7 and South Cook County guidelines for participation. EMS calls account for a majority of our calls for service and continue to tax our response capabilities.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the covenants contained herein, the Cooperating Municipalities agree:

## **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, using an individual Municipality's personnel and equipment to perform functions outside the territorial limits of the Municipality is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further acknowledged that in certain situations, such as the aforementioned, the use of other Municipality's personnel and equipment to perform functions within the territorial limits of a Municipality is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that the coordination of Automatic-aid through a formal agreement is desirable for the effective and efficient provision of emergency services.

## **Section Two - Definitions**

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

- A. "Cooperating Municipalities": The Villages of Burnham, Calumet City, Country Club Hills, Dolton, East Hazel Crest, Flossmoor, Glenwood, Harvey, Hazel Crest, Homewood, Lansing, Lynwood, Markham, Matteson, Munster, Oak Forest, Park Forest, Phoenix, Richton Park, Riverdale, South Holland, Thornton, and Tinley Park;
- B. "Stricken Municipality": A Cooperating Municipality requesting Automatic-Aid if an emergency occurs:
- C. "Aiding Municipality": A Municipality furnishing equipment, personnel, and/or services to a Stricken Municipality;
- D. "Emergency": An occurrence or condition in a Municipality's territorial jurisdiction resulting in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Municipality and such that a Municipality determines the necessity and advisability of requesting aid.

## **Section Three - Authority and Action to Effect Automatic-Aid**

- A. The Cooperating Municipalities authorize and direct their respective Fire Chief or designee to take necessary and proper action to render and/or request Automatic-Aid from other Cooperating Municipalities according to the terms of 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 Municipality. The judgment of the Aiding Municipality's Fire Chief or designee 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 Municipality determines it advisable to request aid pursuant to this Agreement he shall notify all Cooperating Municipalities of the nature and location of the emergency and the type and amount of equipment and personnel and/or services requested from the Aiding Municipality.
- C. The Fire Chief or designee of each Aiding Municipality shall take the following action

immediately upon being requested for aid:

1. Determine what equipment, personnel and/or services are requested by the Stricken Municipality;
2. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the Stricken Municipality;
3. Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the Stricken Municipality;
4. Notify the Stricken Municipality 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 party under this Agreement shall remain employees of the Aiding Municipality. 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 Municipality. 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 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 - Calls for Service While Rendering Automatic-Aid**

- A. When aid is requested from Cooperating Municipalities, the Fire Chief or Designee of the Stricken Municipality may also request assistance from MABAS to stage equipment and personnel from departments other than the Cooperating Municipalities as necessary.
- B. While the Cooperating Municipalities are rendering aid, personnel and equipment provided by MABAS shall backfill and respond to all subsequent calls for service to the Cooperating Municipalities as necessary.

#### **Section Six - Compensation for Aid**

Equipment, personnel, and/or services provided under this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties will 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.

The providing department will be entitled to bill patients transported by their ambulances and personnel according to their municipality's normal billing procedure and the providing municipality will be entitled to maintain the full value of the revenue received from the patient transport.

#### **Section Seven - Insurance**

Each party will procure and maintain, at its sole and exclusive expense, insurance coverage as follows:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.
- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

No party will have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party 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.

### **Section Eight - Indemnification**

Each party agrees to waive all claims against all other Cooperating Municipalities for any loss, damage, personal injury, bodily injury or death in consequence of performing Automatic-Aid; provided, however, that such claim is not a result of gross negligence or willful misconduct by a party or its personnel.

Each party requesting or providing aid under this Agreement 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 made by a third party. This indemnity shall include attorney fees and costs that may arise from providing aid under this Agreement. Provided, however, that 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 will be the sole and exclusive responsibility of the respective party for its employees, 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.

### **Section Nine – Non-Liability for Failure to Render Aid**

The rendering of assistance under this Agreement shall not be mandatory if local conditions of the Aiding Municipality prohibit response. The Aiding Municipality will immediately notify the Stricken Municipality of the Aiding Municipality's inability to respond; however, failure to immediately notify the Stricken Municipality of such inability to respond shall not constitute evidence of noncompliance with 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, 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 under this Agreement.

## **Section Ten - Term**

This Agreement shall be in effect for a term of one year from the date of signature and will automatically renew for successive one year terms unless terminated in accordance with this Section.

Any party 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 remaining Cooperating Municipalities 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 or certified mail.

## **Section Eleven - Effectiveness**

This Agreement shall be in full force and effective upon approval by the Cooperating Municipalities in the manner provided by law and upon proper execution.

## **Section Twelve - Binding Effect**

This Agreement will be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party, provided, however, this Agreement may not be assigned by a Cooperating Municipality without prior written consent of all other Cooperating Municipalities.

## **Section Thirteen - Validity**

The invalidity of any provision of this Agreement will not render invalid any other provision. If any provision is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision will be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

## **Section Fourteen - Notices**

All notices will be in writing and shall be served personally or by certified mail as follows:

<b>Send to:</b>	<b>Copy to:</b>
Village of Burnham Attn: Mayor 14450 S. Manistee Burnham, IL 60633	Burnham Fire Department Attn: Fire Chief 14101 S. Hoxie Avenue Burnham, IL 6633
The City of Calumet City Attn: Mayor 204 Pulaski Road Calumet City, IL 60409	Calumet City Fire Department Attn: Fire Chief 684 Wentworth Avenue Calumet City, IL 60409

<b>Send to:</b>	<b>Copy to:</b>
City of Country Club Hills Attn: Village President 4200 West Main Street Country Club Hills, IL 60478	Country Club Hills Fire Department Attn: Fire Chief 4360 183 <sup>rd</sup> Street Country Club Hills, IL 60478
Village of Dolton Attn: Mayor 14122 Chicago Road Dolton, IL 60419	Dolton Fire Department Attn: Fire Chief 14022 Park Avenue Dolton, IL 60419
Village of East Hazel Crest Attn: Village President 1904 174 <sup>th</sup> Street East Hazel Crest, IL 60429	East Hazel Crest Fire Department Attn: Fire Chief 17223 S. Throop Street East Hazel Crest, IL 60429
Village of Flossmoor Attn: Village Manager 2800 Flossmoor Road Flossmoor, IL 60422	Flossmoor Fire Department Attn: Fire Chief 2828 Flossmoor Road Flossmoor, IL 60422
Village of Glenwood Attn: Village Manager One Asselborn Way Glenwood, IL 60425	Glenwood Fire Department Attn: Fire Chief 605 E. Glenwood-Lansing Road Glenwood, IL 60425
City of Harvey Attn: Mayor 15320 Broadway Avenue Harvey, IL 60426	Harvey Fire Department Attn: Fire Chief 15600 Center Avenue Harvey, IL 60426
Village of Hazel Crest Attn: Village Manager 3000 W. 170 <sup>th</sup> Place Hazel Crest, IL 60429	Hazel Crest Fire Department Attn: Fire Chief 2903 175 <sup>th</sup> Street Hazel Crest, IL 60429
Village of Homewood: Attn: Village Manager 2020 Chestnut Rd. Homewood IL 60430	Homewood Fire Department Attn: Fire Chief 17950 Dixie Highway Homewood, IL 60430
Village of Lansing Attn: Village Administrator 3141 Ridge Road Lansing, IL 60438	Lansing Fire Department Attn: Fire Chief 18200 Chicago Avenue Lansing, IL 60438
Village of Lynwood Attn: Mayor 21460 Lincoln Highway Lynwood, IL 60411	Lynwood Fire Department Attn: Fire Chief 3107 Glenwood Dyer Road Lynwood, IL 60411

City of Markham Attn: Mayor 16313 S. Kedzie Avenue Markham, IL 60428	Markham Fire Department Attn: Fire Chief 16313 S. Kedzie Avenue Markham, IL 60428
Village of Matteson Attn: Mayor 4900 Village Commons Matteson, IL 60443	Matteson Fire Department Attn: Fire Chief 3445 Lincoln Highway Matteson, IL 60443
Village of Munster Attn: Town Manager 1005 Ridge Road Munster, IN 46321	Munster Fire Department Attn: Fire Chief 550 Fisher Street Munster, IN 46321
City of Oak Forest Attn: Mayor 15440 Central Avenue Oak Forest, IL 60452	Oak Forest Fire Department Attn: Fire Chief 5620 James Drive Oak Forest, IL 60452
Village of Park Forest Attn: Mayor 350 Victory Drive Park Forest, IL 60466	Park Forest Fire Department Attn: Fire Chief 156 Indianwood Boulevard Park Forest, IL 60466
Village of Phoenix Attn: Mayor 633 East 15th Street Phoenix, IL 60426	Phoenix Fire Department Attn: Fire Chief 625 East 151 <sup>st</sup> Street Phoenix, IL 60426
Village of Richton Park Attn: Village President 4455 Sauk Trail Richton Park, IL 60471	Richton Park Fire Department Attn: Fire Chief 4455 Sauk Trail #2 Richton Park, IL 60471
Village of Riverdale Attn: Village Manager 157 W. 144th Street Riverdale, IL 60827	Riverdale Fire Department Attn: Fire Chief 725 W. 138th Street Riverdale, IL 60827
Village of South Holland Attn: Village Administrator 16226 Wausau Avenue South Holland, IL 60473	South Holland Fire Department Attn: Fire Chief 16230 Wausau Avenue South Holland, IL 60473
Village of Thornton Attn: Village Administrator 115 E. Margaret Street Thornton, IL 60476	Thornton Fire Department Attn: Fire Chief 115 E. Margaret Street Thornton, IL 60476

Village of Tinley Park Attn: Village Manager 16250 S. Oak Park Avenue Tinley Park, IL 60477	Tinley Park Fire Department Attn: Fire Chief 17355 S. 68 <sup>th</sup> Court Tinley Park, IL 60477
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### **Section Fifteen - Governing Law**

This Agreement shall be governed, interpreted and construed under 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 will constitute and be deemed as the same document.

### **Section Seventeen – Amendments**

**This Agreement may only be amended** by written consent of all the Cooperating Municipalities.

Authorized Signatures:

_____ Village of Burnham	_____ Title	_____ Date
_____ City of Calumet City	_____ Title	_____ Date
_____ City of Country Club Hills	_____ Title	_____ Date
_____ Village of Dolton	_____ Title	_____ Date
_____ Village of East Hazel Crest	_____ Title	_____ Date
_____ Village of Flossmoor	_____ Title	_____ Date
_____ Village of Glenwood	_____ Title	_____ Date
_____ City of Harvey	_____ Title	_____ Date
_____ Village of Hazel Crest	_____ Title	_____ Date
_____ Village of Homewood	_____ Title	_____ Date

Village of Lansing	Title	Date
Village of Lynwood	Title	Date
City of Markham	Title	Date
Village of Matteson	Title	Date
Village of Munster	Title	Date
City of Oak Forest	Title	Date
Village of Park Forest	Title	Date
Village of Phoenix	Title	Date
Village of Richton Park	Title	Date
Village of Riverdale	Title	Date
Village of South Holland	Title	Date
Village of Thornton	Title	Date
Village of Tinley Park	Title	Date